

*Item 3*

COMMITMENT FOR TITLE INSURANCE

Project Schultz - Blackrock  
Owner Schnebly Fred et al  
PO# 2970  
Policy# 88364  
Initials JTM  
Rec'd 8-21-01

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:  
AMERITITLE  
P.O. BOX 617  
101 WEST 5TH AVENUE  
ELLENSBURG, WA 98926  
(509) 925-1477

CHICAGO TITLE INSURANCE COMPANY

By:

*Robert A. St. E.*

President

*Marlene Wyatt*  
Authorized Signature



By:

*Barry R. Smith*

Secretary

## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured where are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## EXCLUSIONS

**NOTE: THE FORM OF POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.**

The Exclusions from Coverage referred to in Paragraph 3 of the Conditions and Stipulations are as follows:

### ALTA OWNER'S POLICY FORM 10-17-92

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

### EXCLUSIONS (Cont'd.)

4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

### ALTA LOAN POLICY FORM (10-17-92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## COMMITMENT FOR TITLE INSURANCE

Prepared for:  
Bonneville Power Administration

Inquiries should be made to:  
AMERITITLE  
P. O. Box 617  
101 West 5th Avenue  
Ellensburg WA 98926  
(509)925-1477 / FAX (509)962-3111

### SCHEDULE A

File No.: 0088364

Your Reference No.: TRO1B-R2970

1. Effective Date: July 23, 2001, at 8:00 a.m.

2. Policy or Policies to be issued:

A. ☒ ALTA U.S. Owner's Policy - (9-28-91)  
☒ Standard ☐ Extended  
Proposed Insured:

Amount: \$ 20,000.00  
Premium: \$ 220.00  
Tax: \$ EXEMPT

**UNITED STATES OF AMERICA**

3. The estate or interest in the land which is covered by this Commitment is:

**FEE SIMPLE ESTATE**

4. Title to the estate or interest in the land is at the effective date hereof vested in:

**FRED SCHNEBLY, RICHARD F. SAMPLE, JAMES W. SCHNEBLY AND TODD H. SCHNEBLY,  
EACH AS TO AN UNDISCLOSED UNDIVIDED INTEREST, AS THEIR SEPARATE ESTATE**

5. The land referred to in this Commitment is described as follows:

**The North Half and the North Half of the South Half of Section 35, Township 19 North,  
Range 19 East, W.M., records of Kittitas County, State of Washington.**

**END OF SCHEDULE A**



## SCHEDULE B

File No.: 0088364

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### GENERAL EXCEPTIONS:

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

### SPECIAL EXCEPTIONS:

- 1. Lien of real estate excise sales tax upon any sale of said premises, if unpaid. Real estate excise tax on said property is subject to tax at the rate of 1.53% (State = 1.28%; Local = 0.25%).
- 2. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to County Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Continuation of this classification requires:

- a) that all Grantees sign the Notice of Continuance Section on Excise Tax Affidavit;
- b) compliance with revised policy effective July 15, 1994, which requires that a five year Farm Land Management Plan from the new owner, together with the legal description, be submitted to the Kittitas County Assessor's office in advance (fifteen (15) days) of closing/recording;
- c) if the sale is for under 20 acres, income history must be provided to the Kittitas County Assessor's Office to meet mandated requirements for three out of five past years.

Any questions regarding these requirements should be directed to the Kittitas County Assessor's Office (509)962-7501.

CONTINUED

## SCHEDULE B (Continued)

File No.: 0088364

3. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on February 14, 1964, under Kittitas County Auditor's File No. 310573.  
In favor of : United States of America  
For : Transmission line  
Affects : A strip of land 275 feet in width over and across the Northeast Quarter of the Southeast Quarter, the South Half of the Northeast Quarter, Northwest Quarter of the Northeast Quarter and the North Half of the Northwest Quarter of Section 35, Township 19 North, Range 19 East, W.M., Kittitas County, State of Washington. The boundaries of said strip are 75 feet distant Northerly from, 200 feet distant Southerly from and parallel with the survey line for the Vantage-Maple Valley No. 1 transmission line as now located and staked on the ground over, across, upon or adjacent to the above-described property. Said survey line is particularly described as follows:  
Beginning at a point in the South line of Section 36, Township 19 North, Range 19 East, W.M., North 83°16'40" East, 1,001.6 feet from the quarter section corner in the South line of said section, which point is designated as survey 1612+09.9; thence North 57°22'10" West, 9,465.1 feet to a point in the line common to Sections 35 and 26, said Township and Range, North 89°10'10" East, 978.7 feet from the corner common to Sections 26, 27, 34 and 35, said Township and Range, which point is designated as survey station 1706+75.0; thence North 57°22'10" West, 1,158.2 feet to a point in the West line of said Section 26, North 0°16'40" East, 638.8 feet from the corner common to Sections 26, 27, 34 and 35, said Township and Range, which point is designated as survey station 1718+33.2.
4. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on February 14, 1964, under Kittitas County Auditor's File No. 310573.  
In favor of : United States of America  
For : Access road  
Affects : A strip of land 14 feet in width, with such additional widths as are necessary to provide for cuts, fills and turnouts and for curves at angle points, on, over and across a portion of West Half of the Northwest Quarter of the Northwest Quarter of said Section 35.
5. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on April 27, 1965, under Kittitas County Auditor's File No. 320672.  
In favor of : United States of America  
For : Transmission line  
Affects : A strip of land 10 feet in width, over and across the Northeast Quarter of the Southeast Quarter and the South Half of the Northeast Quarter of Section 35, Township 19 North, Range 19 East, W.M., Kittitas County, State of Washington, lying on the Southwesterly side of, running parallel with, and

CONTINUED

## SCHEDULE B (Continued)

File No.: 0088364

### (SPECIAL EXCEPTION NO. 5 CONTINUED)

adjoining the existing 275-foot wide right of way of the United States of America for its Bonneville Power Administration's Vantage-Covington (Vantage-Maple Valley) No. 1 transmission line, the survey line of said 275-foot right of way being described in that certain easement deed dated February 13, 1964 recorded in Book 114, page 477, File No. 310573, deed records of said County, together with all necessary and convenient access over, along and across existing roads on premises owned by the grantor within existing Bonneville Power Administration easements.

6. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.  
(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph I in the general exceptions which are printed on Schedule B herein.  
The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies.

7. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on October 4, 1977, under Kittitas County Auditor's File No. 416943.  
In favor of : State of Washington, acting by and through the Department of Natural Resources  
For : Roads  
Affects : A strip of land 60 feet in width over and across a portion of the West Half of the Northwest Quarter of said Section 35.
8. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on June 23, 1992, under Kittitas County Auditor's File No. 550014.  
In favor of : Boise Cascade Corporation, a Delaware corporation  
For : All purposes deemed necessary or desirable by grantor  
Affects : A strip of land, 60 feet in width over existing Schnebly Canyon Road

CONTINUED

## **SCHEDULE B (Continued)**

File No.: 0088364

9. Covenants, conditions and restrictions contained in instrument;  
Recorded : June 23, 1992  
Auditor's File No. : 550014, which are as follows:

Grantee shall not be required to contribute to the costs of road maintenance and improvements so long as grantee's primary use of the property conveyed herein is livestock grazing. Should grantee, its tenants, successors or assigns change the primary use of the property in a manner that results in significantly increased usage of the road, then grantee will be required to share in the cost of maintenance of that portion of Schnebly Canyon Road in Sections 34 and 35, Township 19 North, Range 19 East, W.M., Kittitas County, State of Washington, based on its use of the road, unless all users of the road agree in writing to share the cost of improvements or maintenance in advance of such improvements being made, such improvements or maintenance shall be solely for the account of the improver or maintainer. All users of the Schnebly Canyon Road will share in the costs of normal road maintenance, allocated, on the basis of the respective users of the road; provided, however, that during periods when either party uses the road, the party so using or permitting such use shall perform or cause to be performed or shall contribute or cause to be contributed, the share of maintenance occasioned by such use of the road. In addition, in the event a party, which shall be deemed to include its permittees, contractors, or subcontractors, shall damage the road or other improvements on the easement beyond that caused by normal use and repaired by normal maintenance, then the party causing the damage shall cause such damage to be repaired at its sole cost and expense. Grantee will not be held accountable for damage to the road which is determined to have been caused by the general public. The easement is made subject to the following terms, provisions and conditions applicable to grantee, its heirs and assigns: The right, subject to the terms of this easement, to use, cross and recross the easement and the road at any place along said road by any reasonable means, provided grantee shall not unreasonably interfere with grantor's rights under this easement. The right to all timber now or hereafter located or growing upon the easement, subject to grantor's right to cut such timber. Grantor shall have the right to cut timber upon the easement to the extent necessary for constructing, reconstructing and maintaining the road. Timber so cut, unless otherwise agreed to, shall be cut into lengths specified by grantee (but not less than eight-foot lengths) and decked along the road for disposal by grantee.

10. Notwithstanding Paragraph Four (4) of the insuring clauses of the policy or policies to be issued, the policy or policies will not insure against loss arising by reason of any lack of a right of access to and from the land.

**END OF SCHEDULE B**

## **SCHEDULE C**

File No.: 0088364

### **THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:**

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.
2. The legal description contained in this commitment is based on information provided with the application for title insurance and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title insurance company prior to closing if the legal description does not conform to their expectations.

### **END OF REQUIREMENTS**

**NOTES:** The following matters will not be listed as Special Exceptions in Schedule B of the policy or policies to be issued. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy or policies to be issued:

1. Suggested abbreviated legal (for use when a standardized cover sheet is required for recording):  
North Half and the North Half of the South Half of Section 35, Township 19 N,  
Range 19 E, W.M.
2. The following endorsements will be attached to the policy when issued:      **NONE**  
  
No other endorsement will be issued unless requested of and agreed to in writing by the Company prior to closing.
3. General taxes and assessments for the year 2001 have been paid.  
Amount               :       \$163.58  
Tax Parcel No. :       19-19-35000-0005 (R948534)
4. In the event this transaction fails to close and this commitment is canceled, a minimum cancellation fee of \$53.85 will be charged to comply with the State Insurance Code and the filed schedule of this Company.

### **END OF NOTES**

### **END OF SCHEDULE C**

RO/bj

1cc: Bonneville Power Administration  
Attn: Ellen Camp  
P.O. Box 3621  
Portland, OR 97208



In Response to the Gramm – Leach – Bliley Act Effective 7/1/2001

## **PRIVACY POLICY**

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies may include financial service providers, exchange companies, other title insurance companies, escrow collection companies, foreclosure companies, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

# **Chicago Title Insurance Company**

## **Fidelity National Financial Group of Companies' Privacy Statement** **July 1, 2001**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

**In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

### **Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

### **Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

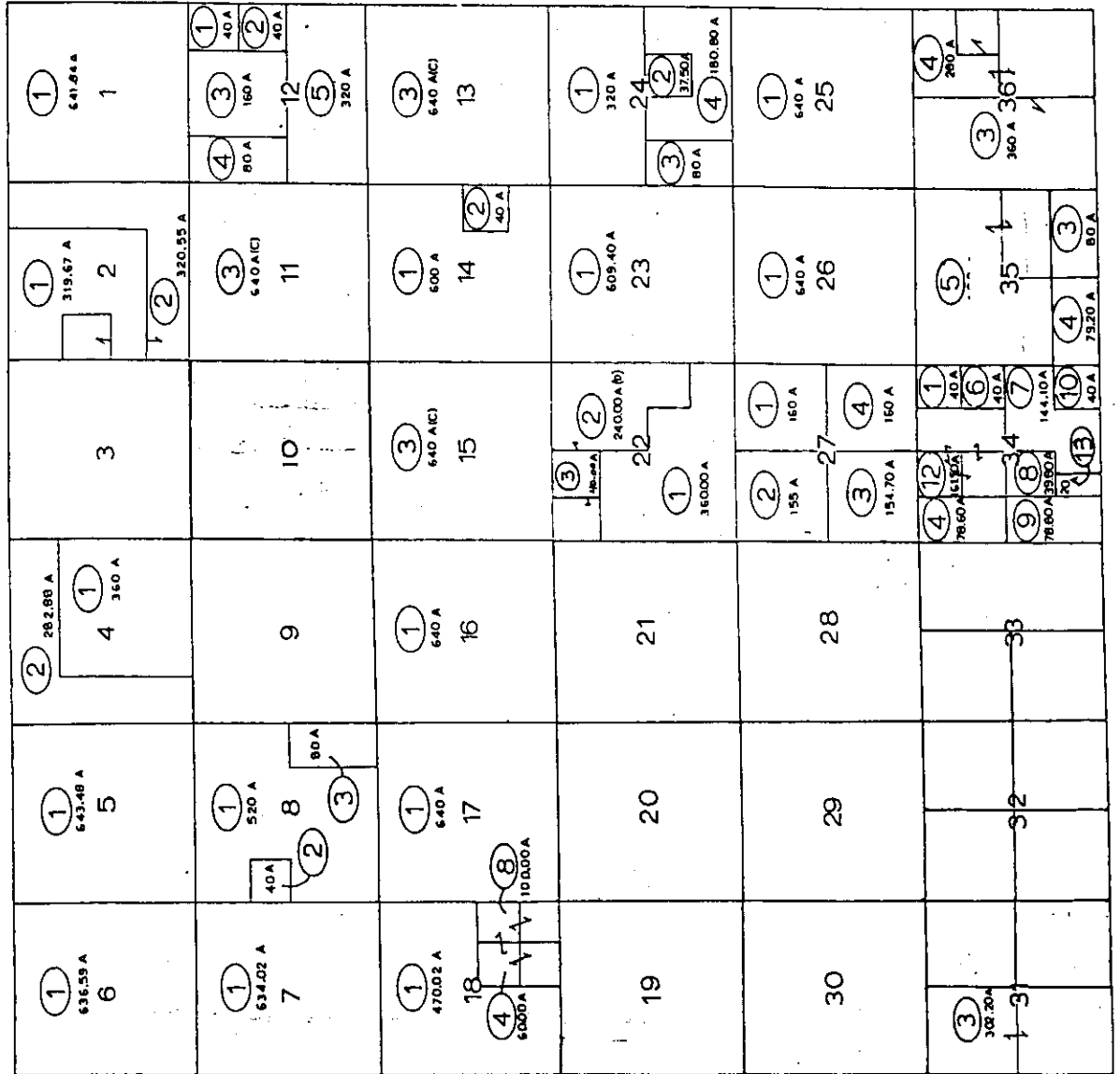
Privacy Compliance Officer  
Fidelity National Financial, Inc.  
4050 Calle Real, Suite 220  
Santa Barbara, CA 93110

OFFICIAL

WAL

19-19

NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT OF COUNTY ASSESSOR 10-24-00 SCALE: 1 INCH = FEET



THESE ARE THE OFFICIAL RECORDS OF THE  
COUNTY OF ALBERTA  
AND THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS  
OCCURRING BY REASON OF RELIANCE THEREON.

This line is One inch on original

Scale print accordingly if it is not on this copy



310573

## TRANSMISSION LINE AND ACCESS ROAD EASEMENT

 INDEX NO. V-HV-94  
 V-HV-AR-31-1, P. 2

The GRANTOR, herein so styled whether one or more, SCHNEELY BROTHERS LIVESTOCK COMPANY,  
 a corporation,

for and in consideration of the sum of SEVEN HUNDRED FIFTY  
 -----  
 Dollars (\$ 750.00 ),

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants,  
 bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and  
 right to enter and erect, maintain, repair, rebuild, operate, and patrol 1 or more line(s) of electric power trans-  
 mission structures and appurtenant signal lines, including the right to erect such poles, transmission structures,  
 wires, cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described  
 parcel of land in the County of Kittitas, in the State of Washington, to-wit:

1.10 A strip of land 275 feet in width over and across the NE $\frac{1}{4}$ SE $\frac{1}{4}$ ,  
 S $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$  and NW $\frac{1}{4}$  of Section 35, Township 19 North, Range 19  
 East, of the Willamette Meridian, in Kittitas County, Washington.  
 The boundaries of said strip are 75 feet distant northerly from, 200  
 feet distant southerly from and parallel with the survey line for the  
 Vantage-Maple Valley No. 1 transmission line as now located and staked  
 on the ground over, across, upon, or adjacent to the above-described  
 property. Said survey line is particularly described as follows:

Beginning at a point in the south line of Section 36, Township  
 19 North, Range 19 East, Willamette Meridian, N 83° 16' 40" E 1001.6  
 feet from the quarter section corner in the south line of said section,  
 which point is designated as survey station 1612 + 09.9; thence  
 N 37° 22' 10" W 9465.1 feet to a point in the line common to Sections  
 35 and 26, said Township and Range, N 89° 10' 10" E 978.7 feet from  
 the corner common to Sections 26, 27, 34 and 35, said Township and  
 Range, which point is designated as survey station 1706 + 75.0; thence  
 N 57° 22' 10" W 1158.2 feet to a point in the west line of said Section  
 26, N 0° 16' 40" E 638.8 feet from the corner common to Sections 26, 27,  
 34 and 35, said Township and Range, which point is designated as survey  
 station 1718 + 33.2;



Filed for Record  
 Date FEB 14 1964 #434 A.M.  
 By K.C.T.C. P.M.  
 Marion Darter, Kittitas County Auditor

VOL 114 PAGE 477

FEB 20 1964

(Corporate Form)

STATE OF Washington  
COUNTY OF Stitt ss:

On this 13th day of February, 1964, before me personally appeared Joseph C. Schnebley to me known to be the President and Henry J. Schnebley of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.



J. J. Ochini  
Notary Public in and for the  
State of Washington  
Residing at Vancouver  
My commission expires:  
5/2/1965

The within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
at \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_, records of \_\_\_\_\_ County,  
(State).

By \_\_\_\_\_ Deputy.

Upon recordation, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. XXXX 3621  
PORTLAND 8, OREGON

FEB 20 1964 2-63

vol 114 PAGE 479



together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

The Grantor also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA, and its assigns, a permanent easement and right of way for the construction, operation and maintenance of a road approximately 14 feet in width (with such additional widths as are necessary to provide for cuts, fills, and turnouts, and for curves at angle points) on, over, and across the land of the grantor in a portion of the ~~W<sup>1</sup>/<sub>2</sub>~~ of Section 35, Township 19 North, Range 19 East of the Willamette Meridian, in Kittitas County, Washington,

for the following purposes, namely: the right to enter and to clear of timber, danger trees, and brush; to build, cut, fill, level, grade, drain, surface, maintain, repair and rebuild a road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over, and across the land embraced within said right of way, as shown colored in red on drawing Serial No. 116135 TDM-C, prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto and by this reference, made a part hereof.

Grantor reserves the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the road by the United States of America, its employees, contractors, agents or assigns.

It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, agents or assigns, the UNITED STATES OF AMERICA or its assigns will, subject to availability of appropriations, repair such damage.

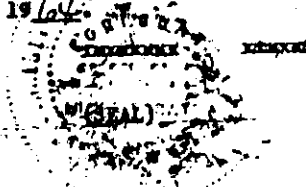
It is further understood and agreed that Grantor may erect or maintain fences across said road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the rights of way on June 5, 1963, shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, SCHNEELY BROTHERS LIVESTOCK COMPANY, has caused this instrument to be signed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this 13th day of February, 1964.



ATTEST:

Shirley Schneely  
Secretary-Treasurer

SCHNEELY BROTHERS LIVESTOCK COMPANY

By: Joseph C. Schneely  
President

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320672

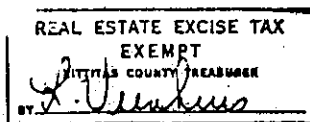
Tract No. V-MV-44XW

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, SCHNEELY BROTHERS LIVESTOCK COMPANY,  
a Washington corporation,

for and in consideration of the sum of TWENTY-FIVE -----  
----- Dollars (\$25.00 ),  
in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants,  
bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right  
to enter and erect, maintain, repair, rebuild, operate, and patrol one or more line(s) of electric power transmission  
structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires,  
cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described parcel of  
land in the County of Kittitas , in the State of Washington , to-wit:

A strip of land 10 feet in width, over and across the NE $\frac{1}{4}$ SE $\frac{1}{4}$   
and the S $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 35, Township 19 North, Range 19 East, Willamette  
Meridian, Kittitas County, Washington, lying on the southwesterly side of,  
running parallel with, and adjoining the existing 275-foot wide right of  
way of the United States of America for its Bonneville Power Administra-  
tion's Vantage-Covington (Vantage-Maple Valley) No. 1 transmission line,  
the survey line of said 275-foot right of way being described in that  
certain easement deed dated February 13, 1964, recorded in Book 124,  
page 477, File No. 310573, Deed records of said County, together with  
all necessary and convenient access over, along and across existing roads  
on premises owned by the Grantor within existing Bonneville Power Admin-  
istration easements;



Filed for Record *A.M.*  
Date *4-27-65* at *3:31 P.M.*  
By *Bonneville Power*  
Marion Darler, Kittitas County Auditor

APR 29 1965

VOL 118 PAGE 490

together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on November 20, 1964 shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, SCHNEBLY BROTHERS LIVESTOCK COMPANY, has caused this instrument to be signed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this 7<sup>th</sup> day of March, 1965.

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXX~~

(SEAL)

SCHNEBLY BROTHERS LIVESTOCK COMPANY

ATTEST:

*Henry C. Schnebly*  
Secretary-Treasurer

By:

*George C. Schnebly*  
President

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APR 29 1965

416943  
EASEMENT SUPPLEMENT

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 26th day of September, 1977, by and between BOISE CASCADE CORPORATION, a Delaware corporation, herein called "Boise Cascade," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

Whereas, on the 20th day of May, 1969, Boise Cascade and the State entered into an easement exchange hereinafter called Original Easement, which was recorded in the records of Kittitas County, Washington, on the 9th day of July, 1969, in Volume 4 of Deeds, pages 613-640 under Auditor's File No. 355297, and in the records of Yakima County, Washington, on the 20th day of October, 1969, in Volume 752 of Deeds, pages 9-36 under Auditor's File No. 2205410. Said Original Easement is hereby supplemented as follows:

I

A. Boise Cascade, for and in consideration of the grant hereinafter made by State, hereby grants and conveys to State, its successors and assigns, a permanent easement upon, over, and along rights of way sixty (60) feet in width, over and across the lands in Kittitas County, Washington, described on the attached "Exhibit A," being thirty (30) feet on each side of the centerlines of a road or roads located approximately as shown in red on the attached "Exhibit B."

Subject as to said lands to all matters of public record.

B. State, for and in consideration of the grant hereinabove made, hereby grants and conveys to Boise Cascade, its successors and assigns, a permanent easement upon, over, and along rights of way sixty (60) feet in width over and across the lands in Kittitas County, Washington, described on the attached "Exhibit A," being thirty (30) feet on each side of the centerlines of a road or roads located approximately as shown in green on the attached "Exhibit B."

Subject as to said lands to all matters of public record.

C. Provided, however, thirty (30) days prior to any construction, reconstruction, and/or betterment of said road(s) by either party on lands of the other party, the initiating party will submit to the landowning party a written request for joint review of the proposed project, upon completion of which the initiating party will submit a complete and detailed plan of operations. Each parties' operations, specified herein shall be conducted in accordance with the provisions of the approved plan of operations. Said parties shall provide the other party the right of examination of the right of way before any construction, reconstruction, or development is commenced.

Except as herein supplemented all of the terms, conditions and reservations of the Original Easement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

BOISE CASCADE CORPORATION

By [Signature]  
Senior Vice President Title

Attest [Signature]  
Assistant Secretary Title

Affix Seal of Corporation

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By [Signature] by [Signature]  
BENT L. COLE  
Commissioner of Public Lands

Affix Seal of Commissioner  
of Public Lands

7

STATE OF IDAHO )

) ss

County of Ada )

On this 13th day of September, 1977, before me personally appeared J. E. Clute and J. R. Ayre, to me known to be the Senior Vice President and Assistant Secretary, respectively, of Boise Cascade Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Charles M. Leland*  
Notary Public in and for the State of  
Idaho, residing at *Boise, Idaho*

STATE OF WASHINGTON )

) ss

COUNTY OF THURSTON )

On this 3rd day of September, 1977, before me personally appeared BERT I. COLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.

Notary Public in and for the State of  
Washington, residing at Olympia.

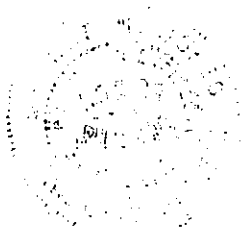
RECEIVED  
NOTARY PUBLIC  
MARIE A. WINSTON  
77 OCT 4 PM 1:23



STATE OF WASHINGTON     )  
                              ) ss  
COUNTY OF THURSTON    )

On this 26th day of September, 1977, before me personally appeared RALPH A. BESWICK, to me known to have signature authorization delegated to him to sign for BERT L. COLE, the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year set forth above.



[Signature]  
Notary Public in and for the State of  
Washington, residing at Olympia.

# EXHIBIT A

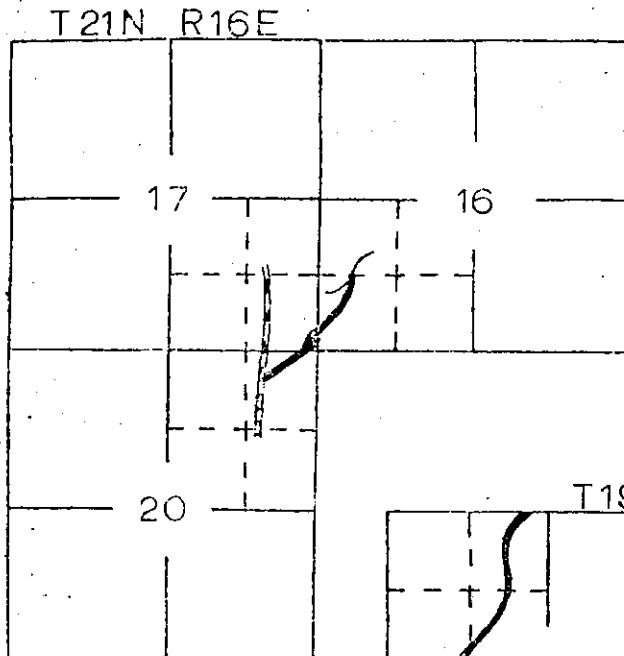
## BOISE CASCADE LANDS

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
NE $\frac{1}{4}$ NE $\frac{1}{4}$	13	19 N	19 E
SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$	25	19 N	19 E
W $\frac{1}{2}$ NW $\frac{1}{4}$	35	19 N	19 E
S $\frac{1}{2}$ SW $\frac{1}{4}$	6	19 N	20 E
N $\frac{1}{2}$ NW $\frac{1}{4}$	7	19 N	20 E
N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$	24	20 N	13 E
S $\frac{1}{2}$ SE $\frac{1}{4}$	17	21 N	16 E
NE $\frac{1}{4}$ NE $\frac{1}{4}$	29	21 N	16 E

## STATE LANDS

NE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$	14	19 N	19 E
SE $\frac{1}{4}$ NE $\frac{1}{4}$	24	20 N	13 E
SW $\frac{1}{4}$ NW $\frac{1}{4}$	16	21 E	16 E
N $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$	8	16 N	16 E
W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$	20	18 N	16 E
SW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$	22	18 E	16 E
SW $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$	26	18 N	16 E
W $\frac{1}{2}$ NE $\frac{1}{4}$	34	18 N	16 E

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands



LEGEND

County Road

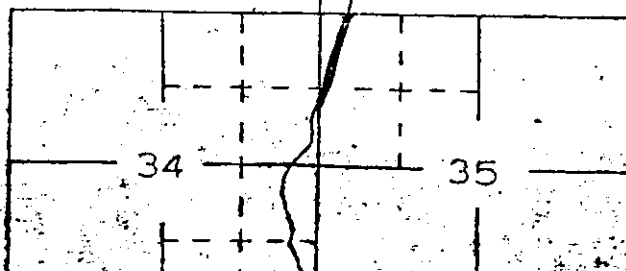
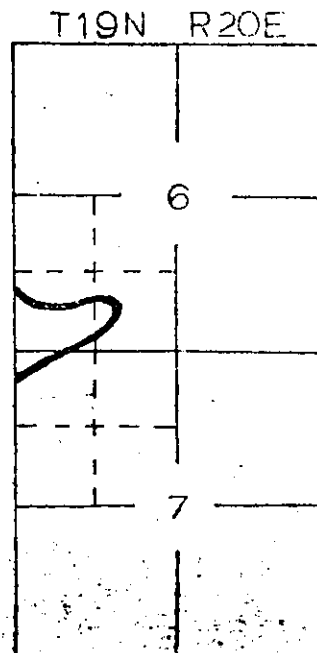
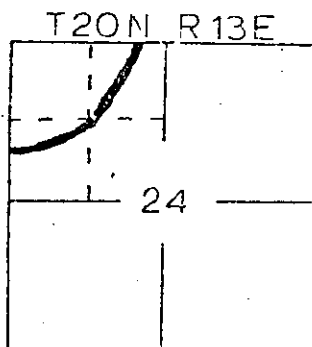
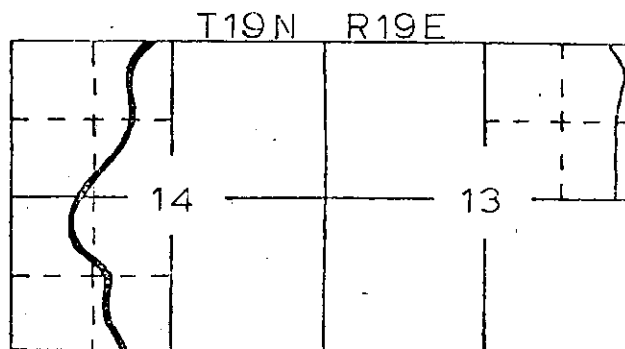
Existing Easement

Boise Grant

State Grant

Scale: 2"=1 mile

EXHIBIT B



100

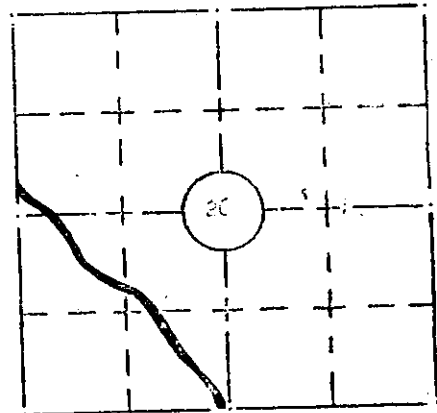
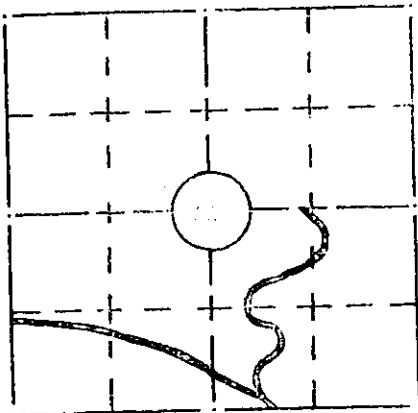
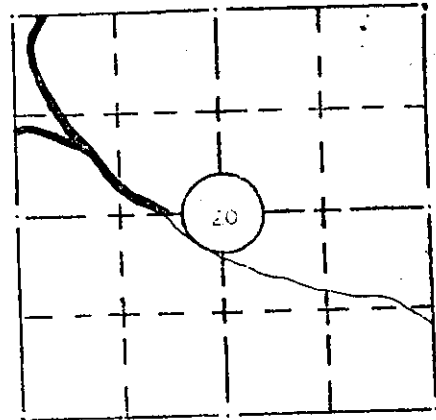
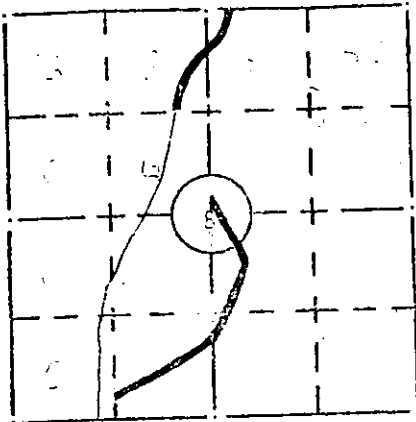
STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands

Application No. 572



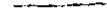
County Kittitas

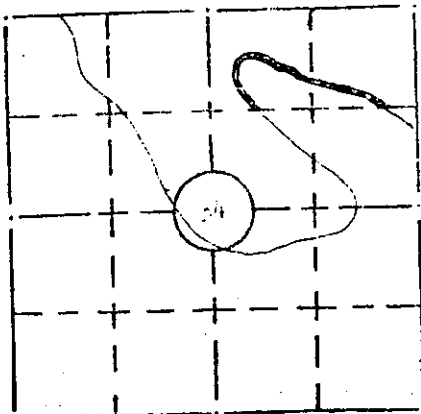
Area 1 Southeast

TOWNSHIP 18 NORTH, RANGE 16 (E) W.M.



LEGEND:

State to Grant   
Grantee to Grant   
Existing Roads 



SCALE: 1" = 2000'

Drawn By:

Let. PIC  
KITITAS COUNTY AUDITOR  
FILED REQUEST OF: *ptc*

1992 JUN 23 PM 4:32

550014

WARRANTY DEED

NE CASCADE IMA PAID

Amount

1300.50

6/23/92

File No.

34314

SALLY SCHORMANN, TREAS.  
KITITAS COUNTY TREASURER

By

*[Signature]*

The Grantor, BOISE CASCADE CORPORATION, a Delaware corporation, city of Boise, county of Ada, state of Idaho, for and in consideration of \$85,000, in hand paid, conveys and warrants to FRED SCHNEBLY, RICHARD F. SAMPLE, <sup>surety</sup> JAMES W. SCHNEBLY, and TODD H. SCHNEBLY of Route 3, Box 785, city of Ellensburg, county of Kittitas, state of Washington, the following described real estate:

The North Half and the North Half of the South Half of Section 35, Township 19 North, Range 19 East, Willamette Meridian situated in the county of Kittitas, state of Washington.

The Grantor, Boise Cascade Corporation, reserves to itself, its successors and assigns, a permanent, nonexclusive easement 60 feet in width over existing Schnebly Canyon Road, located in the Northwest Quarter of Section 35, Township 19 North, Range 19 East, Willamette Meridian, Kittitas County, Washington. In addition, Grantor grants to Grantee, its successors and assigns, the right to use in common with Grantor that easement granted to Grantor across the Southeast Quarter of the Southeast Quarter of Section 34, Township 19 North, Range 19 East of the Willamette Meridian, Kittitas County, Washington, recorded July 9, 1969, in Volume 4 of Deeds, page 613, Auditor's File No. 355297, records by Kittitas County, Washington.

Grantor shall have the right to use the easement for all purposes deemed necessary or desirable by Grantor, including without limitation, allowing use of third parties in connection with the protection, administration, management, and utilization of Grantor's lands or resources now or hereafter owned or controlled by Grantor.

Grantee shall not be required to contribute to the costs of road maintenance and improvements so long as Grantee's primary use of the property conveyed herein is livestock grazing. Should Grantee, its tenants, successors or assigns change the primary use of the property in a manner that results in significantly increased usage of the road, then Grantee will be required to share in the cost of maintenance of that portion of Schnebly Canyon Road in Sections 34 and 35, Township 19 North, Range 19 East, Willamette Meridian, Kittitas County, Washington, based on its use of the road. Unless all users of the road agree in writing to share the cost of improvements or maintenance in advance of such improvements being made, such improvements or maintenance shall be solely for the account of the improver or maintainer.

All users of the Schnebly Canyon Road will share in the costs of normal road maintenance, allocated on the basis of the respective users of the road; provided, however, that during periods when either party uses the road, the party so using or permitting such use shall perform or cause to be performed, or

*CK-15552E (354819 Gen)*

VOL 332 PAGE 1086

(8)  
(9)

shall contribute or cause to be contributed, the share of maintenance occasioned by such use of the road. In addition, in the event a party, which shall be deemed to include its permittees, contractors, or subcontractors, shall damage the road or other improvements on the easement beyond that caused by normal use and repaired by normal maintenance, then the party causing the damage shall cause such damage to be repaired at its sole cost and expense. Grantee will not be held accountable for damage to the road which is determined to have been caused by the general public.

The easement is made subject to the following terms, provisions, and conditions applicable to Grantee, its heirs and assigns:

The right, subject to the terms of this easement, to use, cross, and recross the easement and the road at any place along said road by any reasonable means, provided Grantee shall not unreasonably interfere with Grantor's rights under this easement.

The right to all timber now or hereafter located or growing upon the easement, subject to Grantor's right to cut such timber. Grantor shall have the right to cut timber upon the easement to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut, unless otherwise agreed to, shall be cut into lengths specified by Grantee (but not less than eight-foot lengths) and stacked along the road for disposal by Grantee.



day of \_\_\_\_\_ May \_\_\_\_\_, 1992.

BOISE CASCADE CORPORATION

By

John C. Bender  
Vice President

STATE OF IDAHO )  
COUNTY OF ADA ) ss.

On this day personally appeared before me John C. Bender, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of May, 1992.



Jeanell M. Trieber  
Notary Public  
for the State of Idaho  
My Commission expires: 10/1/97

DP20413D

COMMITMENT FOR TITLE INSURANCE

Project Schultz-Blackrock  
Owner Washington State  
PO# 2970  
Policy# 88369  
Initials JTM  
Rec'd 8-21-01

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:  
AMERITITLE  
P.O. BOX 617  
101 WEST 5TH AVENUE  
ELLENSBURG, WA 98926  
(509) 925-1477

CHICAGO TITLE INSURANCE COMPANY

By:

*Robert A. St. E.*

President

*Marlene Wyatt*  
Authorized Signature



By:

*Barry R. Smith*

Secretary

### EXCLUSIONS (Cont'd.)

4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

### ALTA LOAN POLICY FORM (10-17-92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.



## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured where are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## EXCLUSIONS

**NOTE: THE FORM OF POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.**

The Exclusions from Coverage referred to in Paragraph 3 of the Conditions and Stipulations are as follows:

### ALTA OWNER'S POLICY FORM 10-17-92

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

## COMMITMENT FOR TITLE INSURANCE

Prepared for:  
Bonneville Power Administration

Inquiries should be made to:  
AMERITITLE  
P. O. Box 617  
101 West 5th Avenue  
Ellensburg WA 98926  
(509)925-1477 / FAX (509)962-3111

### SCHEDULE A

File No.: 0088369

Your Reference No.: TRO1B-R2970 / State of WA

1. Effective Date: July 23, 2001, at 8:00 a.m.

2. Policy or Policies to be issued:

A. ☒ ALTA U.S. Owner's Policy - (9-28-91)  
☒ Standard ☐ Extended  
Proposed Insured:

Amount: \$	20,000.00
Premium: \$	220.00
Tax: \$	EXEMPT

**UNITED STATES OF AMERICA**

3. The estate or interest in the land which is covered by this Commitment is:

**FEE SIMPLE ESTATE**

4. Title to the estate or interest in the land is at the effective date hereof vested in:

**STATE OF WASHINGTON**

5. The land referred to in this Commitment is described as follows:

**The West Half and the Southeast Quarter of the Northeast Quarter of Section 36, Township 19 North, Range 19 East, W.M., County of Kittitas, State of Washington.**

**END OF SCHEDULE A**

## SCHEDULE B

File No.: 0088369

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### GENERAL EXCEPTIONS:

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

### SPECIAL EXCEPTIONS:

- 1. Lien of real estate excise sales tax upon any sale of said premises, if unpaid. Real estate excise tax on said property is subject to tax at the rate of 1.53% (State = 1.28%; Local = 0.25%).
- 2. Easement for electric transmission and distribution line, together with necessary appurtenances and all rights granted by instrument recorded on March 26, 1964, in Volume 114, page 656, under Kittitas County Auditor's File No. 311434.  
To : Department of Natural Resources, State of Washington and the United States of America, Department of the Interior, acting through the Bonneville Power Administration  
Affects : Said premises and other land
- 3. Right of way for irrigation ditch, as appropriated by William Dennis, by claim of water Right filed May 31, 1890, in the office of the County Clerk, said ditch being used for irrigation of the Northeast quarter of Section 1, Township 18 North, Range 19 East, W.M., and running from the west side of Coleman Creek near the east line of Section 36, Township 19 North, Range 19 East, W.M.

CONTINUED

## **SCHEDULE B (Continued)**

File No.: 0088369

4. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.

(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph I in the general exceptions which are printed on Schedule B herein.

The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies.

5. Notwithstanding Paragraph Four (4) of the insuring clauses of the policy or policies to be issued, the policy or policies will not insure against loss arising by reason of any lack of a right of access to and from the land.

**END OF SCHEDULE B**

## **SCHEDULE C**

File No.: 0088369

### **THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:**

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.
2. The legal description contained in this commitment is based on information provided with the application for title insurance and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title insurance company prior to closing if the legal description does not conform to their expectations.

### **END OF REQUIREMENTS**

**NOTES:** The following matters will not be listed as Special Exceptions in Schedule B of the policy or policies to be issued. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy or policies to be issued:

1. Suggested abbreviated legal (for use when a standardized cover sheet is required for recording):  
West Half and the Southeast Quarter of the Northeast Quarter of Section 36, Township 19 N,  
Range 19 E, W.M.
2. The following endorsements will be attached to the policy when issued:       **NONE**  
  
No other endorsement will be issued unless requested of and agreed to in writing by the  
Company prior to closing.
3. General taxes and assessments for the year 2001 have been paid.  
Amount           :       \$11.00  
Tax Parcel No. :       19-19-36000-0003 (R628534)
4. In the event this transaction fails to close and this commitment is canceled, a minimum  
cancellation fee of \$53.85 will be charged to comply with the State Insurance Code and the  
filed schedule of this Company.

### **END OF NOTES**

### **END OF SCHEDULE C**

RO/bj

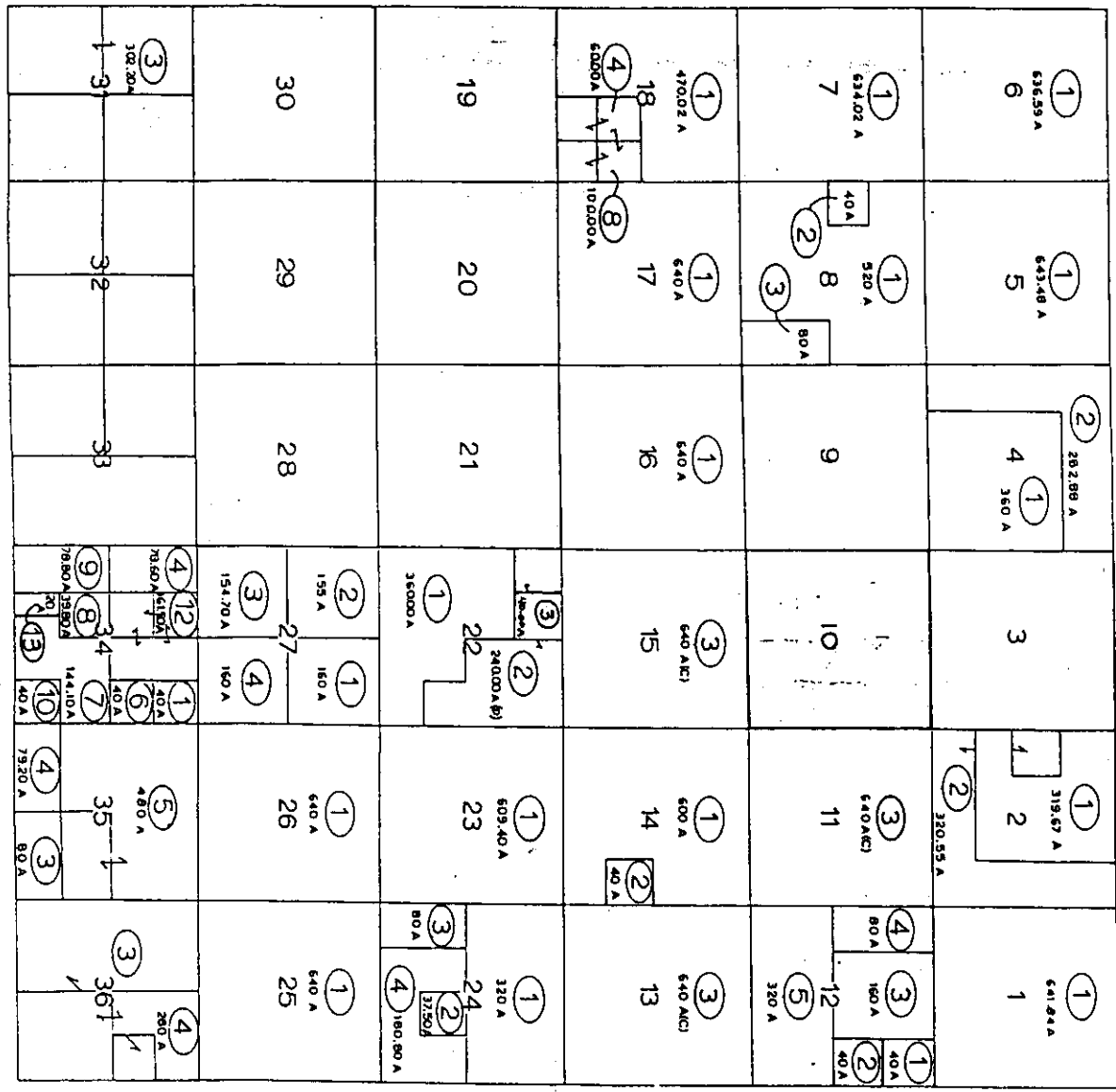
1cc: Bonneville Power Administration  
Attn: Ellen Camp  
P.O. Box 3621  
Portland, OR 97208

NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT OF COUNTY ASSESSOR

10-24-00

SCALE: 1 INCH = FEET

19.19



This line is One inch on original

Scale just accordingly if it is not on the map

Compliments of AmeriTitle  
This sketch is furnished for informational purposes only  
to assist in property location with references to streets  
or other parcels. No representation is made as to accurate  
and the Company assumes no liability for any loss  
occurring by reason of reliance thereon.

# The United States of America

To all to whom these presents shall come, Greeting:

500416

*But*

WHEREAS, There are now deposited in the Bureau of Land Management of the United States, an application by the State of Washington and a decision of the Oregon State Office of said Bureau, at Portland, Oregon, directing that a patent issue to the State of Washington under the provisions of the Act of Congress approved June 21, 1934 (43 U.S.C. 871a), entitled "An Act Authorizing the Secretary of the Interior to issue patents to the numbered school sections in place, granted to the States by the Act approved February 22, 1889, by the Act approved January 25, 1927 (43 U.S.C. 870), and by any other Act of Congress," for the following numbered school section lands in place, granted for the support of common schools and the title to which vested in the State of Washington under the Act of February 22, 1889 (25 Stat. 676), upon its admission into the Union on November 11, 1889 (26 Stat. 1552):

Willamette Meridian, Washington.

T. 20 N., R. 15 E.,  
Sec. 36, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ .

T. 17 N., R. 16 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 19 N., R. 16 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 20 N., R. 16 E.,  
Sec. 16, All;  
Sec. 36, N $\frac{1}{2}$ .

T. 17 N., R. 17 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 18 N., R. 17 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 19 N., R. 17 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 16 N., R. 18 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 17 N., R. 18 E.,  
Sec. 16, All;  
Sec. 36, All.

KITITAS COUNTY AUDITOR  
FILED REQUEST OF: *Dept. of  
Natural  
Resources*  
1986 NOV -6 PM 1:49

*Ret. Same.*

*202 John A. Chuberg Bldg  
Office Services Section,  
QW-21*

*Olympia, WA 98504*

Patent Number

46-87-0001

OFFICIAL RECORDS

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*VESTING*

T. 18 N., R. 18 E.,  
Sec. 16, All;  
Sec. 36, NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ .

T. 19 N., R. 18 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 17 N., R. 19 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 18 N., R. 19 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 19 N., R. 19 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 20 N., R. 19 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 15 N., R. 20 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 16 N., R. 20 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 17 N., R. 20 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 18 N., R. 20 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 19 N., R. 20 E.,  
Sec. 16, All;  
Sec. 36, All.



T. 20 N., R. 20 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 15 N., R. 21 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 16 N., R. 21 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 17 N., R. 21 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 18 N., R. 21 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 19 N., R. 21 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 20 N., R. 21 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 15 N., R. 22 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 16 N., R. 22 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 17 N., R. 22 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 19 N., R. 22 E.,  
Sec. 16, All.

T. 20 N., R. 22 E.,  
Sec. 16, Lots 2, 3, 5, 6, 7, W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 36, Lots 1, 2, 3, 4, 5, W $\frac{1}{2}$ .

T. 15 N., R. 23 E.,  
Sec. 16, Lot 1, N $\frac{1}{2}$ , SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ .

Aggregating 39,194.80 acres;

shington 05337

NOW, THEREFORE, KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the said Act of Congress of June 21, 1934, and as evidence of the title which was granted to and vested in the State of Washington to the above-described lands on November 11, 1889, for the support of common schools, as aforesaid, and in confirmation of such title for such purpose, HAS GIVEN AND GRANTED, and by these presents, DOES GIVE AND GRANT, unto the said State of Washington, the lands above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said State of Washington, and to its assigns forever.



IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed:

GIVEN under my hand, in Portland, Oregon  
the First day of October in the year  
of our Lord one thousand nine hundred and Eighty-Six  
and of the Independence of the United States the two hundred  
and Tenth

By Charles W. Linder  
State Director

Number 46-87-0001

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311434

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

A.M. BERT L. COLE, Commissioner of Public Lands

Tract No. V-MV-43

Filed for Record  
Date 5-26-64 4:09 P.M.

AGREEMENT No. 29162

Marion Dyer, Kittitas County Auditor

In re: Application No. 29162 by the  
United States of America, Department of  
the Interior, acting through the Bonneville  
Power Administrator for Right of Way for  
Electric Transmission Line  
over certain State Lands in Kittitas  
County

THIS AGREEMENT, Made and entered into this 1st day of December  
19 63, by and between the DEPARTMENT OF NATURAL RESOURCES, STATE OF WASHINGTON,  
hereinafter called the "State" and the UNITED STATES OF AMERICA, Department of the  
Interior, acting through the BONNEVILLE POWER ADMINISTRATOR, hereinafter called  
the "Grantee."

WITNESSETH, The parties hereto, each in consideration of the agreements  
and the performance thereof on the part of the other, do agree:

1-0 Subject to the terms and conditions hereof, the State hereby grants  
to the Grantee:

1-1 An easement, in accordance with the authority set forth in  
Chapter 73, Session Laws of 1961, consisting of a right of  
way for power line construction, operation and maintenance  
purposes over and across the location described in Schedule  
1 attached hereto and by this reference made a part hereof,  
together with the present and future right to clear said  
right of way and keep the same clear of brush, timber,  
structures and fire hazards, provided that fire hazards shall not  
be interpreted to include any growing crops other than trees.

2-0 This Agreement is subject to:

2-1 Those requirements listed in Schedule 2 attached  
hereto and by this reference made a part hereof.

3-0 The term of the Agreement shall be for the period of use. Should  
the Grantee, its successors or assigns ever abandon the rights herein conveyed for  
the purpose for which granted, said rights shall revert to the State of Washington,  
its successors or assigns.

4-0 The consideration paid by the Grantee to the State shall be as  
follows:

4-1 Damages . . . . .	\$298.00
Statutory fee. . . . .	<u>5.00</u>
Total . . . . .	\$303.00

M-232 B.P.A.  
5/13/63  
Right of Way

-1-

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2

5-0 To the extent that it can legally do so, Grantee agrees to comply with all state, county and municipal laws, ordinances or regulations which are applicable to the area of operations covered by this agreement.

6-0 It is agreed that the State reserves the right to make reasonable rules and regulations, in addition to any specified in Schedule 2, concerning priority of use, and use and maintenance of roads located within the limits of Schedule 1

Provided: Nothing contained in this Agreement shall preclude or interfere with the action of the Grantee in the event of an emergency; and all obligations under this Agreement involving the expenditure of money of the United States Government shall be subject to the availability of appropriations for the purpose.

6-1 Road Maintenance. Any damage to said roads, bridges, culverts, cattleguards, fences or gates, etc., resulting from Grantee's use shall be immediately repaired by Grantee. During periods of actual use by Grantee, the roads shall be kept in original condition or better by Grantee.

6-2 Joint Maintenance. Road use is contingent upon the Grantee entering into a written, State approved, road maintenance agreement with others using the road or any portion thereof. Said agreement shall provide for maintenance, based on a proportional share of use.

However, the State reserves the right to maintain or to appoint a maintainer who will be responsible for all maintenance. In this event, all users will be required to pay to the State or its designated maintainer their proportional share of the cost of maintenance.

7-0 The State, its successors, assigns, and grantees, shall have the right to cross and recross the right of way herein granted without charge for any and all purposes deemed necessary or desirable in connection with the control, management, harvest and administration of state-owned lands or the resources thereof; provided such crossing by others shall be controlled so it will not interfere unduly with the use of said right of way by the Grantee.

8-0 The State shall have the right to use, without charge, all existing roads located on State lands within the limits of this Agreement and those constructed and/or reconstructed by the Grantee under this Agreement for any and all purposes deemed necessary or desirable in connection with the control, management, harvest and administration of state-owned lands or the resources thereof and the State may extend such right and privileges to others; provided such use by the State's contractors and others shall be controlled so it will not interfere unduly with the use of the road by the Grantee. This use shall be contingent upon performance by the State's contractors and others of maintenance based on a fair share of their use, or payment to the Grantee of a fair share of the cost of maintenance to be agreed upon by the parties concerned.

9-0 To the extent that it can legally do so, Grantee (or the Grantee's contractors when the rights granted herein are assigned to such contractor) shall do everything reasonably within his power and shall require his employees to do everything reasonably within their power, both independently and upon the request of the Department of Natural Resources, to prevent and suppress fires caused by operations of the Grantee on or near any lands to be occupied under this Agreement, and shall pay the State of Washington, or other duly authorized protective agency, the suppression costs and damages incurred by the State of Washington or other protective agencies resulting from any fires caused by his operations.

Further, the Grantee (or the Grantee's contractors) shall comply with the Department of Natural Resources' extra requirements pertaining to burning procedure, blasting, watchmen, extra patrol, pumps, tankers, fire hose, fire tools, etc., deemed necessary for prevention and suppression of fire resulting from the construction operations. Such requirements will be included in the invitations to bid and will be made part of the contract with the successful bidder.

The grantee in consideration of this conveyance agrees to fall  
snags 15 feet in height and over, located on a strip of land 75 feet in width  
on each side of the limits of any transmission line right of way described  
herein.

10-0 The State shall notify the grantee by United States mail,  
addressed to the address shown on the application on file at the Department of  
Natural Resources, Olympia, Washington, of any instance of noncompliance by the  
Grantee, its agents, employees, contractors or their employees, with any of the  
requirements of this Agreement; said notice to set forth the specific nature of  
the noncompliance. If, within 15 days after receipt of said notice, Grantee  
fails to undertake the necessary action to comply, the District Administrator  
may suspend operations until such time as this action is undertaken.

11-0 This Agreement shall not be assigned nor shall any interest of  
the Grantee herein or hereunder be transferred or assigned without prior written  
notice to the State, except that said rights conveyed may be used by any  
employees, contractors or representatives of the Grantee who may be engaged in  
the Grantee's operations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement  
to be executed as below subscribed.

Dated this 6th day of March, 1961



STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole  
BERT L. COLE  
COMMISSIONER OF PUBLIC LANDS

UNITED STATES OF AMERICA  
Department of the Interior  
Acting through the  
Bonneville Power Administrator

By H. Hanna  
H. HANNA, Principal Negotiator, Branch of Land  
P. O. Box 3537  
Portland 8, Oregon

Approved as to Form

JOHN J. O'CONNELL  
ATTORNEY GENERAL

By Charles B. Roe, Jr.  
Assistant Attorney General

al  
Application Number 29162

M-232 B.P.A.  
10-29-62  
Right of Way

SCHEDULE 1

Those portions of the  $N\frac{1}{2}$  SW $\frac{1}{4}$  and the SE $\frac{1}{4}$  SW $\frac{1}{4}$ , Section 36, Township 19 North, Range 19 East, W.M., included within the limits of a strip of land 275 feet in width, having 200 feet of such width on the left and 75 feet of such width on the right of the following described line:

Beginning at a point on the north - south centerline of said Section 36, which is N 1° 28' 50" W 767.1 feet from the south quarter section corner thereof and running thence N 57° 22' 10" W 3144.6 feet to a point on the west line of said Section 36, having an area of 19.9 acres as shown on the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

REC'D 1-14-64  
Alice M. Hansen

## SCHEDULE 2

### 1. SOIL EROSION

- 1-1 Grantee shall refrain from operation of equipment when ground condition is such that excessive damage will result to adjacent lands.
- 1-2 Grantee further agrees that temporary roads and trails, not required after construction and/or reconstruction of facilities, will be left in such condition as to eliminate excessive damage through soil erosion. Provided, further, that soil excavated from tower footings and all soil otherwise disturbed is to be leveled and left in such condition as to eliminate excessive damage through soil erosion.

### 2. PRESERVATION OF SURVEYS

- 2-1 Any legal subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish same in accordance with U. S. General Land Office standards at his own expense. Those corners that must be necessarily disturbed or destroyed in process of construction must be adequately referenced prior to removal of the corner and/or witness object.

### 3. OTHER

- 3-1 Grantee shall keep drainage channels and culverts clear of debris and functioning as designed, and repair fills and sunken grades as needed, during periods of actual use by Grantee.
- 3-2 Material from slides or other sources requiring removal from the road shall not be deposited in streams or at locations where it will wash into streams and cause silting of streams or reservoirs.

Abstract No. \_\_\_\_\_

Wm. Dennis,

-to-

The Public.

STATEMENT OF CLAIM OF WATER  
RIGHT.

Dated----

Filed May 31, 1890 in the Office  
of the County Clerk.STATE OF WASHINGTON,) ss.  
County of Kittitas. )

Wm. Dennis being duly sworn says: I am the owner of the North-east quarter of Sec. 1 Twp 18 N Range 19 E. and of all ditches and water rights used in the irrigation of the same, and that the following is a true description of all such ditches, together with all such statements in relation thereto as are required by law;

In June 1884 I constructed a ditch from Coleman Creek for the purpose of irrigating my tract of land as hereinbefore described, containing 160 acres, more or less.

The head of said ditch was located on the West side of Coleman Creek 84 rods west of east line of Sec. 36 Tp 19 N. R. 19 E. and 151 rods North of South line of said Sec. 36, and the ditch enters my claim 50 rods west of east line of Sec. 1, Tp 18 N. R. 19 E. The general course of the ditch is from North to South and its length is about one half mile. The Headgate is 29 inches wide and 14 inches deep. The ditch has a grade of about one fourth of an inch to the rod. The capacity of the ditch is over 400 inches and I have appropriated for the irrigation of my lands, 90 inches of water miner's measure. In order that said ditch may be known and distinguished from other ditches I hereby name it the William Dennis Ditch.

Wm. Dennis.

Subscribed and sworn to before me this 31st day of June, 1890.

(SEAL)

John Davis, Judge Probate Court.



COMMITMENT FOR TITLE INSURANCE

Name SCHULTZ - BLACKROCK <sup>WIAUTOMA</sup>  
 Owner BARNHART, ERNEST ETUX, TRUSTE  
 PO# 2970  
 Policy# 0088342  
 Initials JS  
 Rec'd 7/26/01

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:  
 AMERITITLE  
 P.O. BOX 617  
 103 WEST 5TH AVENUE  
 ELLENSBURG, WA 98926  
 (509) 925-1477

CHICAGO TITLE INSURANCE COMPANY

By:

*Robert A. St. E*

President

By:

*B. B. B.*

Secretary

*Brynd Cleyt*  
 Authorized Signature



## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured where are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## EXCLUSIONS

**NOTE: THE FORM OF POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.**

The Exclusions from Coverage referred to in Paragraph 3 of the Conditions and Stipulations are as follows:

### ALTA OWNER'S POLICY FORM 10-17-92

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

### EXCLUSIONS (Cont'd.)

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

### ALTA LOAN POLICY FORM (10-17-92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## COMMITMENT FOR TITLE INSURANCE

Prepared for:  
Bonneville Power Administration

Inquiries should be made to:  
AMERITITLE  
P. O. Box 617  
101 West 5th Avenue  
Ellensburg WA 98926  
(509)925-1477 / FAX (509)962-3111

### SCHEDULE A

File No.: 0088342

Your Reference No.: TR01B-R2970

1. Effective Date: June 28, 2001, at 8:00 a.m.

2. Policy or Policies to be issued:

A. <input checked="" type="checkbox"/> ALTA U.S.A. Owner's Policy - (10-17-92)	Amount: \$	20,000.00
<input checked="" type="checkbox"/> Standard <input type="checkbox"/> Extended	Premium: \$	220.00
Proposed Insured:	Tax: \$	16.94

#### U.S. DEPARTMENT OF ENERGY BONNEVILLE POWER ADMINISTRATION

3. The estate or interest in the land which is covered by this Commitment is:

#### FEE SIMPLE ESTATE

4. Title to the estate or interest in the land is at the effective date hereof vested in:

**ERNEST BARNHART AND HELEN M. BARNHART, TRUSTEES OF THE BARNHART FAMILY  
REVOCABLE LIVING TRUST DATED APRIL 23, 1998**

5. The land referred to in this Commitment is described as follows:

**Government Lots 1, 2, 3 and 4, the South half of the Northeast quarter; the South half of the Northwest quarter and the Southwest quarter of Section 1, Township 18 North, Range 19 East, W.M., Kittitas County, State of Washington;  
EXCEPT Right of Way for Coleman Creek County Road.**

**AND**

**The Southeast quarter, the West half of the Northeast quarter and the Northeast quarter of the Northeast quarter of Section 36, Township 19 North, Range 19 East, W.M., in the County of Kittitas, State of Washington.**

**END OF SCHEDULE A**

## **SCHEDULE B**

File No.: 0088342

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### **GENERAL EXCEPTIONS:**

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

### **SPECIAL EXCEPTIONS:**

1. General taxes and assessments for the second half of the year 2001, which become delinquent after October 31, 2001, if not paid.  
Amount : \$50.27  
Tax No. : 19-19-36000-0004 (R118534)  
Affects : Portion of Section 36

NOTE: First half 2001 taxes and assessments have been paid in the amount of \$50.28.  
General taxes and assessments for the full year: \$100.55.

2. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to County Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

CONTINUED

## SCHEDULE B (Continued)

File No.: 0088370

3. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.  
(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph I in the general exceptions which are printed on Schedule B herein.

The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies.

4. Lease dated August 8, 1988, upon the terms, covenants and conditions therein provided; memorandum therefore recorded September 23, 1988, in the office of the recording officer of Kittitas County, Washington, under recording Number 515727,  
Lessor : State of Washington, acting by and through the Washington State Department of Natural Resources  
Lessee : Shell Western E&P Inc.  
Term : July 1, 1988, and continue to June 30, 1998, and may be extended for so long thereafter as Lessee shall produce oil, gas, or associated hydrocarbon substances in paying quantities from the premises, or shall be engaged in drilling, deepening, repairing, or redrilling any well thereon, or be excused therefrom by Lessor.
5. Memorandum of Option to Purchase Real Property and Agreement recorded May 23, 1995, Auditor's File No. 581749, between Jess J. Schober and Barbara A. Schober, husband and wife, and Caribou Land and Cattle, Inc. a Washington Corporation, granting an exclusive right to purchase their leasehold interest. (Affects subject property and other land.)  
  
This is a re-recording of Auditor's File No. 581080, recorded May 1, 1995.
6. Unrecorded Lease, Jess J. Schober and Barbara A. Schober, husband and wife, lessee, including the terms and provisions thereof, as disclosed by document recorded May 23, 1995, Auditor's File No. 581749.

CONTINUED

## SCHEDULE B (Continued)

File No.: 0088342

8. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on July 17, 1970, in Book 13, Page 456, under Kittitas County Auditor's File No. 362247.  
In favor of : The State of Washington, acting by and through its Department of Natural Resources  
For : A road  
Affects : Portion of Section 1
9. Exceptions and Reservations as contained in Instrument  
From : The State of Washington  
Dated : July 22, 1919 and July 22, 1919  
Recorded : Book 33 of Deeds, page 369; Book 33 of Deeds, page 371  
Affects : Section 36
10. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on August 6, 1964, under Kittitas County Auditor's File No. 314560.  
In favor of : Department of Natural Resources  
For : A road  
Affects : The West half of the East half of Section 36, Township 19 North, Range 19 East, W.M.
11. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as conveyed by instrument recorded on May 23, 1975, under Kittitas County Auditor's File No. 397081.  
In favor of : Mission Ridge Repeater Association  
For : The purpose of operating equipment commonly used for the construction, operation, use and maintenance of a radio relay site.  
Affects : A portion of Section 36, Township 19 North, Range 19 East, W.M., and a portion of Section 1, Township 18 North, Range 19 East, W.M.

Said easement was assigned to Rainier Radio Systems by Lease Assignment dated March 7, 1977, recorded June 26, 1980 in Volume 133, page 205, Kittitas County Auditor's File No. 442898.

CONTINUED

## SCHEDULE B (Continued)

File No.: 0088342

12. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.  
(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph I in the general exceptions which are printed on Schedule B herein.

The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies.

- ~~13.~~ Mortgage, and the terms and conditions thereof
- |                    |   |  |
|--------------------|---|--|
| Mortgagor          | : | Ernest E. Barnhart and Helen M. Barnhart, husband and wife, and May S. Barnhart, a widow |
| Mortgagee          | : | United States of America, acting through the Farmers Home Association                    |
| Amount             | : | \$125,900.00, plus interest  |
| Dated              | : | April 23, 1982   |
| Recorded           | : | April 23, 1982, in Volume 164, page 750  |
| Auditor's File No. | : | 460986   |

- ~~14.~~ Mortgage, and the terms and conditions thereof
- |                    |   |   |
|--------------------|---|---|
| Mortgagor          | : | Ernest E. Barnhart and Helen M. Barnhart, husband and wife  |
| Mortgagee          | : | United States of America, acting through the Farmers Home Administration, United States Department of Agriculture |
| Amount             | : | \$36,600.00; \$33,671.69, \$69,012.16; \$98,558.06; \$43,277.08, plus interest                                    |
| Recorded           | : | April 10, 1986, in Volume 243, page 50  |
| Auditor's File No. | : | 494677  |
| Affects            | : | Said premises and other land  |

CONTINUED



## SCHEDULE B (Continued)

File No.: 0088342

~~15.~~ Mortgage, and the terms and conditions thereof  
Mortgagor : Ernest E. Barnhart and Helen M. Barnhart, husband and wife  
Mortgagee : United States of America, acting through the Farmers Home  
Administration, United States Department of Agriculture  
Amount : \$6,487.81; \$27,145.47; \$26,556.91; \$106,310.25; \$73,288.75;  
\$51,714.44, plus interest  
Recorded : August 18, 1992, Volume 334, Page 565  
Auditor's File No. : 551764

Amendment of Mortgage recorded June 24, 1997 under Auditor's File No. 199706240027.

Amendment of Mortgage recorded June 24, 1997 under Auditor's File No. 199706240028.

Amendment of Mortgage recorded June 24, 1997 under Auditor's File No. 199706240029.

16. Terms and conditions of the trust under which title is vested.

END OF SCHEDULE B

## **SCHEDULE C**

File No.: 0088342

### **THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:**

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.
2. We request a showing of the terms and conditions of the trust under which title is vested, particularly the authorization of the trustee to execute the forthcoming instrument on behalf of the trustors of the trust.

### **END OF REQUIREMENTS**

**NOTES:** The following matters will not be listed as Special Exceptions in Schedule B of the policy or policies to be issued. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy or policies to be issued:

1. Suggested abbreviated legal (for use when a standardized cover sheet is required for recording):  
Portion of Section 1, Township 18 North, Range 19 East, W.M.; and portion of Section 36, Township 19 N, Range 19 E, W.M.
2. General taxes and assessments for the year 2001 have been paid.  
Amount : \$45.68  
Tax Parcel No. : 18-19-01000-0001 (R834134)  
Affects : Portion in Section 1
3. In the event this transaction fails to close and this commitment is canceled, a minimum cancellation fee of \$53.85 will be charged to comply with the State Insurance Code and the filed schedule of this Company.

### **END OF NOTES**

### **END OF SCHEDULE C**

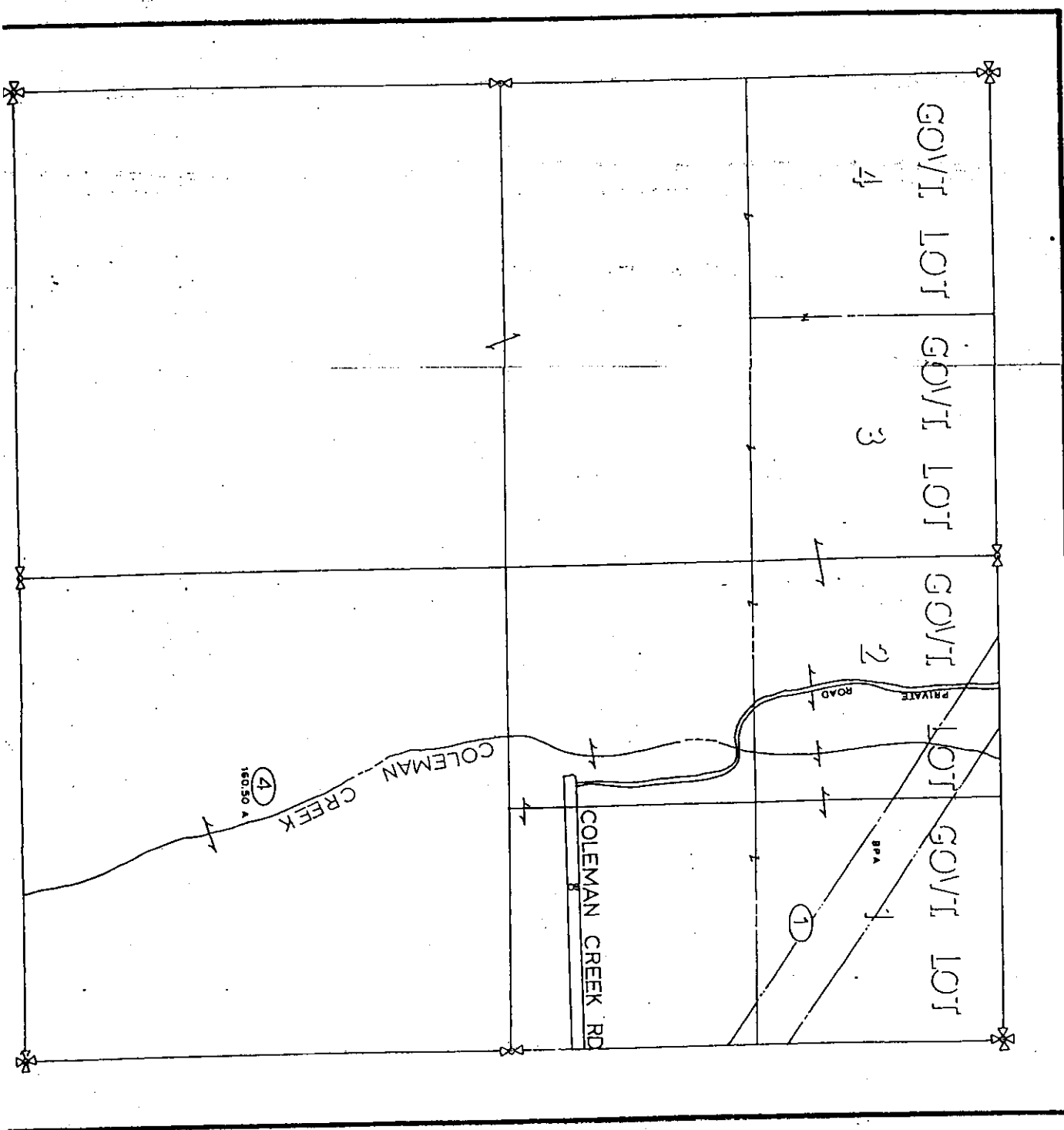
BC/bj

1cc: Bonneville Power Administration  
Attn: Ellen Camp  
P.O. Box 3621  
Portland, OR 97208

# KITTITAS COUNTY ASSESSOR OFFICIAL MAP

NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT OF COUNTY ASSESSOR

1.18.19  
SCALE: 1 INCH=400 FEET



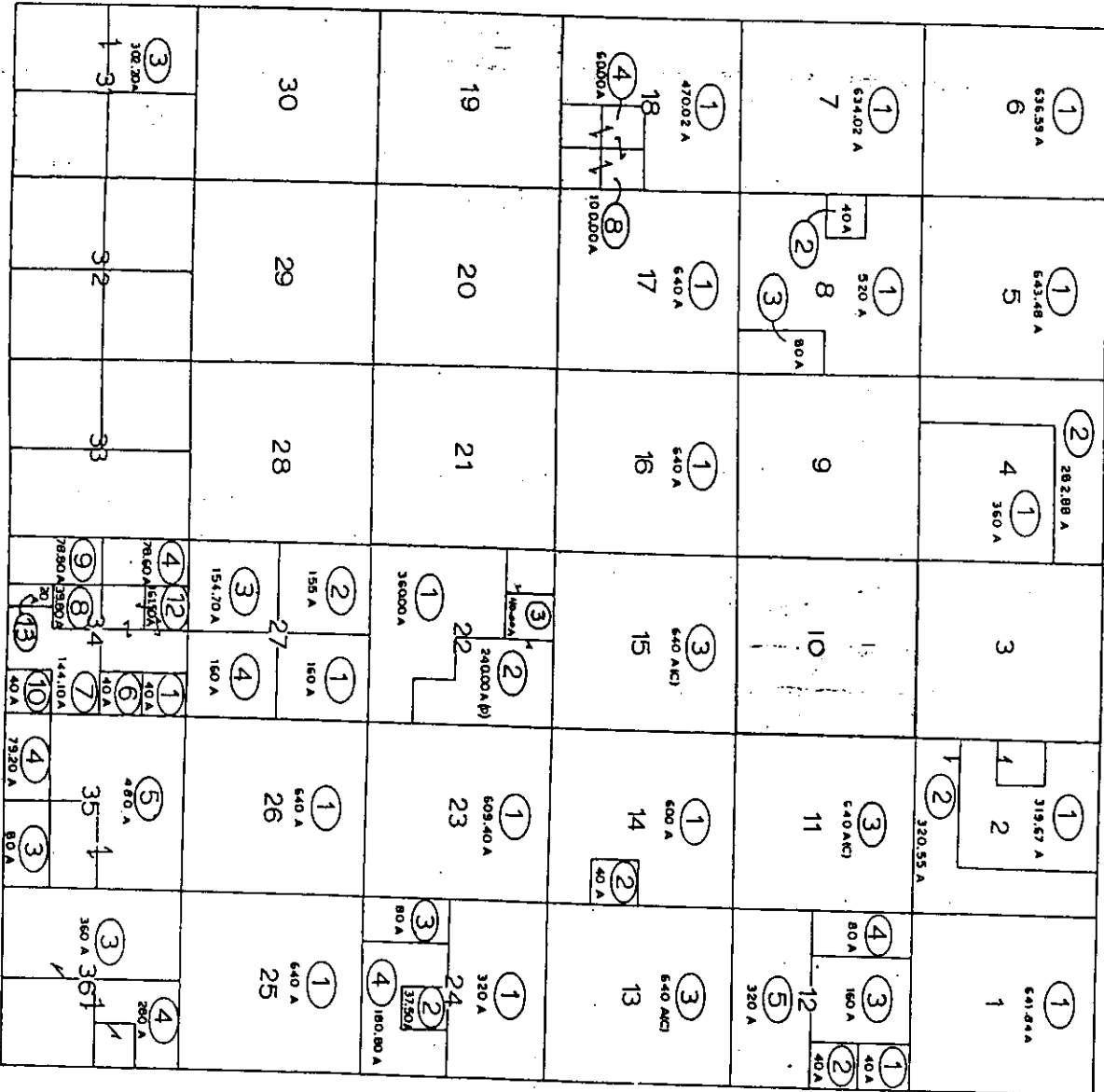
Compliments of Assessor  
This sketch is furnished for informational purposes only  
to assist in property location with references to accurate  
to other parcels. No representation is made as to accuracy  
and the Company assumes no liability for any loss  
occurring by reason of reliance thereon.

# Compliments of: AmeriTitle

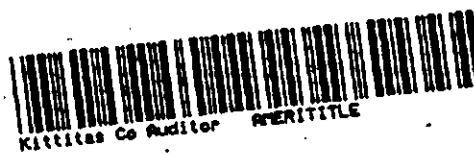
This sketch is furnished for informational purposes only to assist in property location with references to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

This line is One Inch on original

Scale: print accordingly if it is not on the copy



When recorded return to:  
Mr. & Mrs. Ernest Barnhart  
1850 Clockum Road  
Ellensburg, WA 98926



200103190022  
Page: 1 of 3  
03/19/2001 12:10P  
GCD 10.00

Real Estate Excise Tax  
Exempt  
Kittitas County Treasurer  
By K. H. H.  
Apr 12 2001  
03-19-01

### QUIT CLAIM DEED

10-  
Amt 874816

THE GRANTOR Ernest Eugene Barnhart and Helen Marie Barnhart, husband and wife  
individually and as Trustees of the Barnhart Family Revocable Living Trust  
dated April 23, 1998

for and in consideration of to clear title  
conveys and quit claims to Ernest Barnhart and Helen M. Barnhart, Trustees of the Barnhart  
Family Revocable Living Trust dated April 23, 1998

the following described real estate, situate in the County of Kittitas, State of Washington, together with  
all after acquired title of the grantor(s) therein:

See attached Exhibit "A" for legal description

Abbreviated Legal Description: Section 1, Township 18N, Range 19E; Section 2, Township 18N, Range  
19E; Section 11, Township 18N, Range 19E, Section 12, Township 18N, Range 19E and Section 36,  
Township 19N, Range 19E.

Assessor's Property Tax Parcel/Account No. 18-19-0100-0001; 18-19-0200-0005; 18-19-1100-0001; 18-19-  
1200-0002; 19-19-3600-0004

Dated March 19, 2001

Ernest Eugene Barnhart  
Ernest Eugene Barnhart, individually and as trustee

Helen Marie Barnhart  
Helen Marie Barnhart, individually and as trustee

*VESTING*



200103190022

Page: 2 of 3  
03/19/2001 12:10P  
QCD 10.00

Kittitas Co Auditor AMERITITLE


STATE OF WASHINGTON )

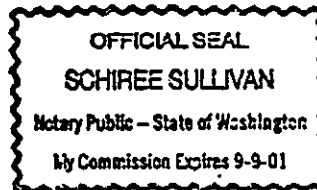
COUNTY OF KITTITAS )

) ss.

On this day personally appeared before me Ernest Eugene Barnhart and Helen Marie Barnhart to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19<sup>th</sup> day of March, 2001.

  
Printed Name Schiree Sullivan  
Notary Public in and for the State of  
Washington, residing at Ellensburg  
My commission expires September 9, 2001

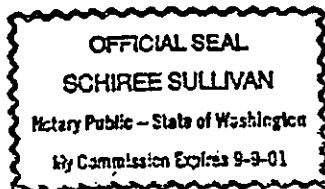



STATE OF WASHINGTON )

COUNTY OF KITTITAS )

) ss.

On this 19<sup>th</sup> day of March 2001, personally appeared before me Ernest Eugene Barnhart and Helen Marie Barnhart, to me known to be the Trustee(s) of the Barnhart Family Revocable Living Trust dated April 23, 1998, and acknowledged the said instrument to be the free and voluntary act and deed of said Trustee(s) on behalf of said Trust for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of said Trust.



  
Printed Name: Schiree Sullivan  
Notary Public in and for the State of  
Washington, residing at Ellensburg  
My commission expires September 9, 2001

QCD: Barnhart/Barnhart Trust



200103190022  
Page: 3 of 3  
03/19/2001 12:10P  
GCO 10.00

Kittitas Co Auditor AMERITITLE

EXHIBIT "A"

Government Lots 1, 2, 3, and 4, The South 1/2 of the Northeast 1/4; The South 1/2 of the Northwest 1/4 and the Southwest 1/4 of Section 1,;

EXCEPT Right of Way for Coleman Creek County Road.

AND

The Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of Section 2;

EXCEPT That portion of the Southwest 1/4 of the Southeast 1/4 which lies South and West of and below the North boundary line of the right of way of the canal of the Kittitas County Reclamation District;

AND;

The North 1/2 of the Northeast 1/4 of Section, 11, EXCEPT that portion of the Northwest 1/4 of the Northeast 1/4 which lies South and West of and below the North boundary line of the right of way of the canal of the Kittitas Reclamation District;

AND;

The Northwest 1/4 and the North 1/2 of the Southwest 1/4 of Section 12, EXCEPT Right of Way for J. Schnebly County Road.

All in Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington.

AND

The Southeast 1/4, the West 1/2 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 19 North, Range 19 East, W.M., in the County of Kittitas, State of Washington.

EXCEPT: Parcel B of that certain survey recorded April 12, 1994 in Book 20 of Surveys, pages 20 and 21, under Auditor's File No. 569772, being a portion of the West 1/2 of Section 12, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington .

467627

KITITAS COUNTY AUDITOR  
FILED REQUEST OF

1983 FEB 15 PM 3:06

Real Estate Excise Tax  
Exempt  
BETTE J. SPENCE  
Kittitas County Treasurer  
By    

## PERSONAL REPRESENTATIVE'S DEED

THE UNDERSIGNED GRANTOR, ERNEST EUGENE BARNHART, as the duly appointed, qualified and acting personal representative of the Estate of MAE S. BARNHART, in Probate Cause No. 8158, in Kittitas County Superior Court of Washington and not in his individual capacity, and as authorized by order entered in the above entitled court to settle the Estate of Mae S. Barnhart without the intervention of any court, does grant, convey and confirm to Ernest Eugene Barnhart, as his sole and separate property, all of the interest of said decedent in the following described real estate situated in Kittitas County, Washington:

Government Lots 1, 2, 3, and 4; The South 1/2 of the Northeast 1/4; The South 1/2 of the Northwest 1/4 and the Southwest 1/4 of Section 1;  
EXCEPT right of way for Coleman Creek County Road.

The Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of Section 2;  
EXCEPT that portion of the Southwest 1/4 of the Southeast 1/4 which lies south and west of and below the north boundary line of the right of way of the canal of the Kittitas County Reclamation District;

The North Half of the Northeast 1/4 of Section 11,  
EXCEPT that portion of the Northwest 1/4 of the Northeast 1/4 which lies south and west of and below the north boundary line of the right of way of the canal of the Kittitas Reclamation District;

The Northwest 1/4 and the North 1/2 of the Southwest 1/4 of Section 12;  
EXCEPT right of way for J. Schnebly County Road.

All in Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington.

AND

The Southeast 1/4; the West 1/2 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of

43918

(Att.) same.

-1-

OFFICIAL RECORDS

VOL 177 PAGE 184


Prior Vesting



Section 36, Township 19 North, Range 19 East,  
W.M., in the County of Kittitas, State of  
Washington.

TOGETHER WITH all water rights and irrigating  
ditches appurtenant thereto.

DATED this 11th day of February, 19 83.

  
Ernest Eugene Barnhart  
Personal Representative of the  
Estate of Mae S. Barnhart  
and not in an individual capacity.

STATE OF WASHINGTON


County of Kittitas

)  
ss.  
)

On this 11th day of February, 19 83, before  
me, the undersigned, a Notary Public in and for the State of  
Washington, duly commissioned and sworn, personally appeared  
ERNEST EUGENE BARNHART, to me known to be the personal representative  
of the Estate of Mae S. Barnhart, deceased, and acknowledged the  
said instrument to be the free and voluntary act and deed of said  
estate for the uses and purposes therein mentioned, and on oath  
stated that he was authorized to execute the said instrument on  
behalf of said estate.

WITNESS my hand and official seal hereto affixed the day and  
year first above written.



  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Ellensburg.

Abstract No. \_\_\_\_\_

Wm. Dennis,

-to-

The Public.

STATEMENT OF CLAIM OF WATER  
RIGHT.

Dated----

Filed May 31, 1890 in the Office  
of the County Clerk.STATE OF WASHINGTON,) ss.  
County of Kittitas. )

Wm. Dennis being duly sworn says: I am the owner of the North-east quarter of Sec. 1 Twp 18 N Range 19 E. and of all ditches and water rights used in the irrigation of the same, and that the following is a true description of all such ditches, together with all such statements in relation thereto as are required by law;

In June 1884 I constructed a ditch from Coleman Creek for the purpose of irrigating my tract of land as hereinbefore described, containing 160 acres, more or less.

The head of said ditch was located on the West side of Coleman Creek 84 rods west of east line of Sec. 36 Tp 19 N. R. 19 E. and 151 rods North of South line of said Sec. 36, and the ditch enters my claim 50 rods west of east line of Sec. 1, Tp 18 N. R. 19 E. The general course of the ditch is from North to South and its length is about one half mile. The Headgate is 29 inches wide and 14 inches deep. The ditch has a grade of about one fourth of an inch to the rod. The capacity of the ditch is over 400 inches and I have appropriated for the irrigation of my lands, 90 inches of water miner's measure. In order that said ditch may be known and distinguished from other ditches I hereby name it the William Dennis Ditch.

Wm. Dennis.

Subscribed and sworn to before me this 31st day of June, 1890.

(SEAL)

John Davis, Judge Probate Court.

4

255683

STATE OF WASHINGTON

## RIGHT OF WAY CONTRACT

Line No. 504-24  
 R/W No. 8-19-276  
 State Washington  
 County Kittitas  
 Rods \_\_\_\_\_  
 W.O. No. \_\_\_\_\_

For and in consideration of the sum of Ten (\$10.00) Dollars cash, the receipt of which is hereby acknowledged, and in addition thereto, an aggregate sum equal to One (\$1.00) Dollar per lineal rod of pipeline constructed under the

terms hereof, to be paid at the time and in the manner hereinafter set forth,  
Ernest E. Barnhart and May S. Barnhart

whose address is Route 3, Ellensburg, Washington.

hereinafter referred to as Grantors, (whether one or more), do hereby grant and convey unto PACIFIC NORTHWEST PIPELINE CORPORATION, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace, alter or remove a pipeline or pipelines for the transportation of oil, gas and the products thereof, on, over and through the following described lands, which Grantors warrant that they are the owners in fee simple, situated in the County of \_\_\_\_\_

Kittitas; State of Washington, to-wit:

The Northwest Quarter ( $NW\frac{1}{4}$ ), and the North Half of the Southwest Quarter ( $N\frac{1}{2}$  of  $SW\frac{1}{4}$ ), of Section 12:

The North Half of the Northeast Quarter ( $N\frac{1}{2}$  of  $NE\frac{1}{4}$ ), of Section 11:

The Southeast Quarter ( $SE\frac{1}{4}$ ), of Section 2:

The North Half ( $N\frac{1}{2}$ ), and the Southwest Quarter ( $SW\frac{1}{4}$ ), of Section 1:

ALL in Township 18 North, Range 19 E.W.M.

Section 12, 11, 2, Township 18N, Range 19E, together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid; hereby releasing and waiving, as to Grantee, all rights under and by virtue of the homestead exemption laws of said state.

Grantee agrees that after it has completed its survey of the route for its pipeline and has established the route thereof and before pipeline construction is commenced, it will pay Grantors, in proportion to Grantors' respective interests, a total sum equivalent to One (\$1.00) Dollar per lineal rod of pipeline so surveyed and established.

Grantors shall have the right to use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree not to build, create or construct or to permit to be built, created or constructed any obstruction, building, engineering works, or other structures over or that would interfere with said pipeline or lines or Grantee's rights hereunder. Grantee hereby agrees to pay any damages which may arise to growing crops, pasturage, timber, fences or buildings of said Grantors from the exercise of the rights herein granted; said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantors, their successors, heirs or assigns, one to be appointed by the Grantee, its successors or assigns, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Should more than one pipeline be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as specified above, shall be paid for each such line laid.

It is agreed that the obligation of Grantee to make any payment hereunder shall be satisfied by delivery of such payment to any of the Grantors for the benefit of all Grantors.

Any pipeline constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation.

The Grantee shall have the right to assign this grant in whole or in part.

It is agreed that this grant covers all the agreements between the parties hereto and that no representations or statements, verbal or written, have been made, modifying or adding to or changing the terms of this agreement.

The interest of the Grantee in the property covered hereby is to be held by the Grantee subject to the lien of and in accordance with the provisions of the Mortgage and Deed of Trust dated as of October 1, 1955, from Pacific Northwest Pipeline Corporation to J. P. Morgan & Co., Inc., and Robert P. Howe, as Trustees.

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee, its successors and assigns until such first pipeline be constructed and so long thereafter as a pipeline is maintained thereon.

IN WITNESS whereof the Grantors herein have executed this conveyance this 7 day of Jan., 1956

WITNESSES:

C. C. Deardorff  
 C. C. Deardorff

Ernest E. Barnhart (Seal)  
 Ernest E. Barnhart

May S. Barnhart (Seal)  
 May S. Barnhart (Seal)

SINGLE ACKNOWLEDGMENT

STATE OF WASHINGTON

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn personally appeared \_\_\_\_\_

to me known to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

County of Kittitas

On this 7th day of January, A. D. 1956, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Ernest E. Barnhart and May S. Barnhart his wife, to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Lowell T. Gaffney  
Notary Public in and for the State of Washington  
residing at Ellensburg, Washington



FEB 21 4 25 PM '56

RIGHT OF WAY CONTRACT

FROM:

Ernest E. Barnhart, & May S. Barnhart

TO:

PACIFIC NORTHWEST PIPELINE CORPORATION

STATE OF WASHINGTON

COUNTY OF Kittitas

There is hereby acknowledged that the within instrument was filed

for recording in the \_\_\_\_\_ day of \_\_\_\_\_

at \_\_\_\_\_, \_\_\_\_\_, Washington, and was duly recorded in

Volume 37 of Book

at \_\_\_\_\_ and contained

James M. Barnhart, County Clerk

E. Barnhart, Clerk

Ernest E. Barnhart, Clerk

FOR RECORDATION OF THIS INSTRUMENT, INC.

P. O. BOX 100

ELLensburg, WASH. D.C.

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn personally appeared \_\_\_\_\_

his wife, to me known to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of \_\_\_\_\_

residing at \_\_\_\_\_

SPA 308  
Rev. 8-10-55

276405

Tract No. 276405-11-8, Parcels 11 & 12

U. S. DEPARTMENT OF THE INTERIOR  
BONNEVILLE POWER ADMINISTRATION

VOL 104 PAGE 201

ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of - THREE THOUSAND FIFTY -  
----- Dollars (\$350.00)  
is hand paid, receipt of which is hereby acknowledged, ERNEST E. BARNHART AND MAY S. BARNHART,  
husband and wife,

have granted, bargained, and sold and by these presents do hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, a permanent easement and right of way approximately 1 1/2 feet in width, with such additional widths as are necessary to provide for cuts, fills, and turnouts and for curves at the angle points, all over and across the lands of the Grantor in a portion of the W 1/2 of Section 36, Township 19 North, Range 19 East, T. N., and a portion of Government Lot 2 and the SE 1/4 of Section 1, Township 18 North, Range 19 East, T. N., all in Kittitas County, Washington,

for the following purposes, namely: the right to enter and to clear of timber and brush; the right to grade, level, cut, fill, drain, ~~sub~~ surface, maintain, repair and rebuild ~~roads~~ and such culverts, bridges, turnouts, retaining walls, or other appurtenant structures as may be necessary; and the right to use said road on, over, and across the land embraced within the right of way, as shown on the attached right of way maps serially numbered 106141, colored in red.

The Grantor reserves the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the road by the United States of America, its employees, contractors, agents, or assigns.

It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, agents, or assigns, the UNITED STATES OF AMERICA, subject to the availability of appropriations, or its assigns, will repair such damage.

It is further understood and agreed that Grantor may erect or maintain fences across said road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.

TO HAVE AND TO HOLD the said easement and right of way to the UNITED STATES OF AMERICA and its assigns, forever.

It is further understood and agreed by the Grantor that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above described.

Grantor covenants with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances; and that Grantor will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

DATED this 13th day of May, 1959.

Ernest E. Barnhart  
Ernest E. Barnhart

May S. Barnhart  
May S. Barnhart

6

(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

**VOL 104 PAGE 202**

STATE OF Washington ) ss:  
COUNTY OF Pitt )

On the 13th day of May, 1959, personally came before me, a notary public in and for said County and State, the within-named ROBERT E. BARNHART AND MAY S. BARNHART, husband and wife, who me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



*W. J. Jochims*  
Notary Public in and for the  
State of Washington  
Residing at Vancouver

My commission expires: 5-3-1961

STATE OF )  
 ) ss:  
COUNTY OF )

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_, and recorded in book \_\_\_\_\_ on page \_\_\_\_\_, Records of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

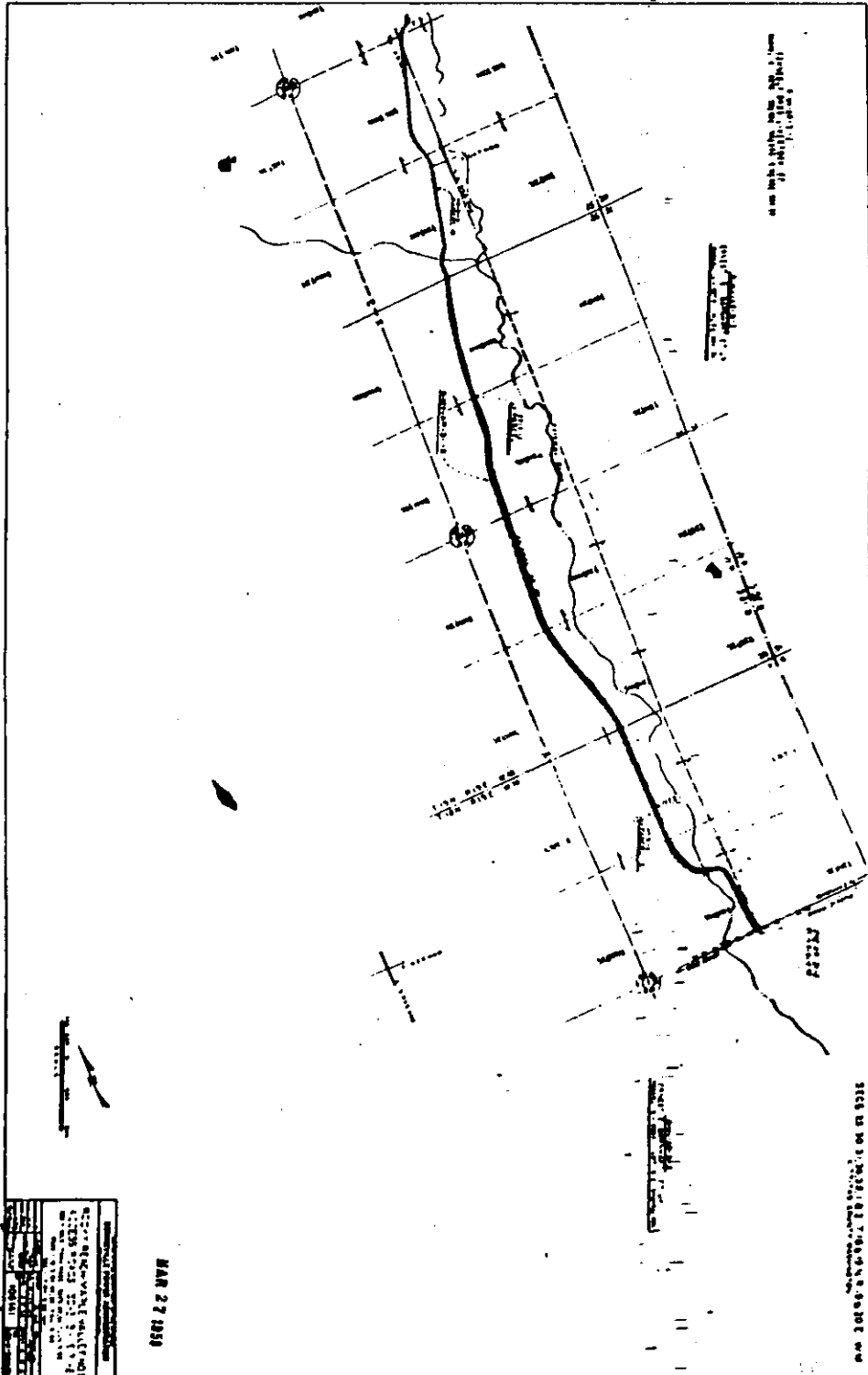
By \_\_\_\_\_ Deputy.

**After recording, please return the**

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 3537  
PORTLAND 2, OREGON

Filed for Record  
Date 6-9-59 at 11:15 A.M.

By KCTC  
Marion Darter, Kittitas County Auditor



MAR 27 1950

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, **ERNEST E. BARNHART AND MAY E. BARNHART, husband and wife, 310572**

36-19-19

1-18-19  
36-19-19  
6-18-20

for and in consideration of the sum of **FIVE HUNDRED SEVENTY-FIVE** ----- Dollars (\$ 575.00 ),

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate, and patrol one or more line(s) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables, and appurtenances as are necessary thereon, in, over, upon, and across the following described parcel of land in the County of **Kittitas** in the State of **Washington**

A strip of land 275 feet in width over and across the **NE1/4SE1/4**, Government Lot 1 and the north 700 feet of the east 950 feet of Government Lot 2 of Section 1, Township 18 North, Range 19 East, and the **S1/4SW1/4** and **S1/4NW1/4** of Section 36, Township 19 North, Range 19 East, all of the Willamette Meridian, Kittitas County, Washington. The boundaries of said strip are 75 feet distant northerly from, 200 feet distant southerly from and parallel with the survey line for the Vantage to Maple Valley No. 1 transmission line as now located and staked on the ground over, across, upon or adjacent to the above-described property. Said survey line is particularly described as:

Beginning at a point in the east-west quarter section line of Section 6, Township 18 North, Range 20 East of the Willamette Meridian, S. 88° 30' 30" E. 2320.1 feet from the quarter section corner in the west line of said section, which point is designated as survey station 1364 + 59.7; thence N. 57° 22' 10" W. 2759.2 feet to a point in the line common to said Section 6 and Section 1, Township 18 North, Range 19 East, N. 0° 10' 20" W. 1427.6 feet from the quarter section corner common to said Sections 6 and 1, which point is designated as survey station 1392 + 18.9; thence N. 57° 22' 10" W. 1991.0 feet to a point in the line common to said Section 1 and Section 36, Township 19 North, Range 19 East, N. 83° 16' 40" E. 1001.6 feet from the quarter section corner common to said Sections 1 and 36, which point is designated as survey station 1612 + 09.9; thence N. 57° 22' 10" W. 9465.1 feet to a point in the north line of Section 35, Township 19 North, Range 19 East of the Willamette Meridian, N. 89° 10' 10" E. 978.7 feet from the northwest corner of said Section 35, which point is designated as survey station 1706 + 75.0;



Filed for Record  
Date FEB 14 1964 4:34 A.M.  
By KCTC  
Marion Darter, Kittitas County Auditor

VOL 114 PAGE 474



together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on June 4, 1963 shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 13th day of February, 1964

Ernest E. Barnhart

Ernest E. Barnhart

May S. Barnhart

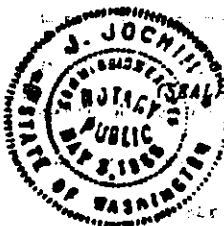
May S. Barnhart

VOL 114 PAGE 475

STATE OF Washington  
COUNTY OF Fitts ) ss:

On the 13th day of February, 1964, personally came before me, a notary public in and for said County and State, the within-named **ERNEST S. BARNHART AND MAY S. BARNHART**, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



J. Jochim  
Notary Public in and for the  
State of Washington  
Residing at Vancouver  
My commission expires: 5/8/1965

STATE OF )  
COUNTY OF ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally came before me, a notary public in and for said County and State, the within-named \_\_\_\_\_

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the  
State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF )  
COUNTY OF ) ss:

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_ Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 8000 3621  
PORTLAND 8, OREGON

FEB 20 1964 1-13-63

BPA 177  
Rev. 3-2-61

VOL 114 PAGE 476

362247

AFFIDAVIT

STATE OF WASHINGTON )  
County of Kittitas ) ss.

Ernest E. Barnhart, being first duly sworn,  
(Name)

deposes and says: That he was married to May S. Barnhart  
(he or she) (Spouse)

on Nov. 16, 1912; that his present address is  
(Date) (his or her)

Route 3, Ellensburg, Washington

Ernest E. Barnhart  
(Signature of Affiant)

Subscribed and sworn to before me this 2nd day of July,  
1970.

David Allen Dyke  
Notary Public in and for the State of  
Washington, residing at Spokane

Approved as to Form Only  
9 day of July 1970

Notary Seal  
SLADE GORTON  
Attorney General  
By Douglas M. Gorton  
Assistant Attorney General

R/W 19-1  
9/10/69  
Filed for Record 9:38 A.M.  
Date 7-17-70 at P.M.

By State of Washington  
Marion Durrer, Kittitas County Auditor

VOL 13 PAGE 455

8

EASEMENT

The grantor Ernest E. Barnhart and May S. Barnhart of Ellensburg, Washington for and in consideration of One Dollar (\$1.00) and other valuable consideration, in hand paid, receipt thereof is hereby acknowledged, grants and conveys to the State of Washington acting by and through its Dept. of Natural Res. grantee, its successors and assigns, a permanent non-exclusive easement over and across the following described lands in Kittitas County, State of Washington, to-wit:

Government Lot 2, SW $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 1, Township 18 North, Range 19 East, W.M.

as shown on the plat marked Exhibit A, attached hereto and by this reference made a part hereof.

The rights granted hereinabove shall be subject to the following terms and conditions:

1. The easement is conveyed for the sole purpose of constructing and/or maintaining a road to provide access to and from lands presently owned or hereinafter acquired by the grantee, or controlled by the grantee, for land management and administration activities, including but not limited to valuable material removal operations.
2. The grantor reserves to itself, its successors and assigns, the right to use, at its own risk, the roadway in any manner which does not unreasonably interfere with the use of said road by the grantee, its assigns, successors, agents, contractors, employees, or licensees. Said road users will, however, contribute their pro rata share to the maintenance costs caused by their usage so that such maintenance will leave the road in as good a condition as existed at the time of commencement of said use.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal this 10th day of April, 1970.

Approved as to Form Only

9 day of July, 1970.

SLADE GORTON  
Attorney General

By [Signature]  
Assistant Attorney General

Ernest Barnhart (SEAL)

May S. Barnhart (SEAL)

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

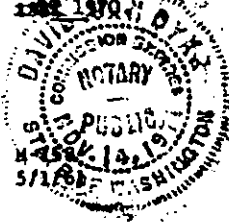
~~Approved as to Form Only~~  
~~Subscribed May 1961~~

~~Count of 6 Copies~~  
~~Approved - General~~

By Charles S. Gorton  
Assistant Attorney General

On this day personally appeared before me Ernest E. Barnhart and May S. Barnhart to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged the same as a free and voluntary act and conveyance for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of April.



David Van Dyke  
Notary Public in and for the State of  
Washington, residing at Chelan

TOWNSHIP 18 NORTH RANGE 19 EAST

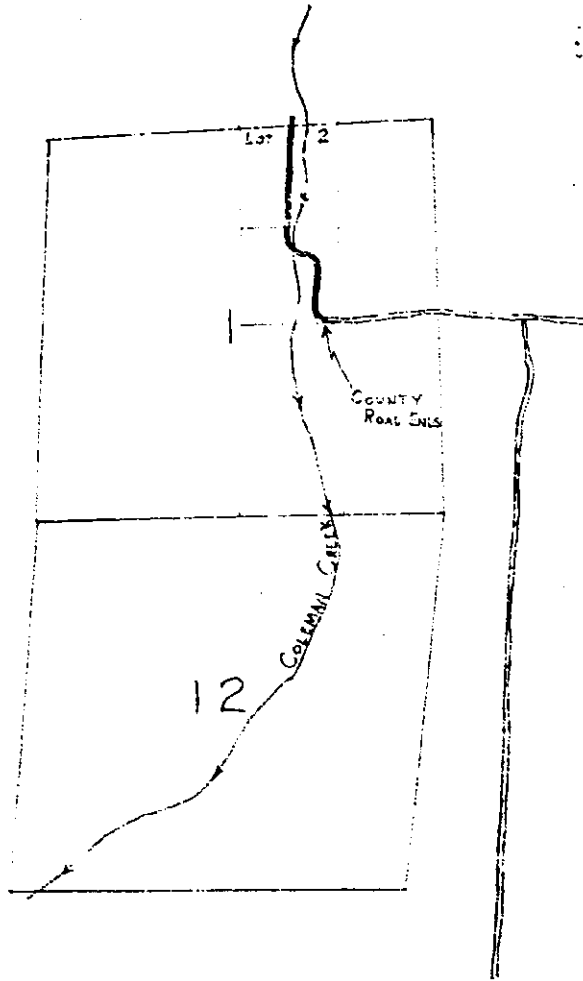


Exhibit 'A'

36-19-19

DEED RECORD-33  
KITITAS COUNTY, WASHINGTON

bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns, the following described tract, lot or parcel of land, situated, lying and being in the County of Kittitas, State of Washington, and particularly bounded and described as follows, to wit:

Lots Five and Six in Block Twelve in the town of Kittitas, Wash.

TOGETHER with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said premises, with the tenements, hereditaments and appurtenances unto the said party of the second part, his heirs and assigns, FOREVER.

AND the said party of the first part, and its successors, does by these presents covenant, grant and agree to and with the said party of the second part, his heirs and assigns, that it, the said party of the first part, and its successors, all and singular the premises hereinabove conveyed, described and granted or mentioned, with the tenements hereditaments and appurtenances, unto the said party of the second part, his heirs and assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same, or any part thereof shall and will WARRANT and FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be subscribed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.



Crockett Company

By H.E. Eighman  
Its President

Attest: Crockett Co.

By J.E. Eighman  
Its Secretary

STATE OF WASHINGTON, } ss.  
COUNTY Of Kittitas }

On this 28 day of July A.D. 1919 before me personally appeared H.E. Eighman and J.E. Eighman to me known to be the President and Secretary, respectively of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notary Seal)

Com. Exp. Mar. 11, 1921

Notary Public in and for the State of Washington, residing at Ellensburg, Wash.

F.E. Craig

Filed for record Aug. 8, 1919 at 10:20 A.M.

Request of E.O. Yaldell

Mollie E. Dixon.

Auditor

By Juanita Dixon. Deputy

State of Washington,  
to  
J.A. Mahan.

Recording No. 22803

DEED

STATE OF WASHINGTON

IN CONSIDERATION OF One thousand two hundred and no/100 (\$1,200.00) Dollars, the receipt of which is hereby acknowledged, the State of Washington does hereby grant, bargain sell and convey unto J.A. Mahan, his heirs and assigns, the following described School lands, situated in Kittitas County, Washington, to-wit:

9

The north half of the northeast quarter and the southwest quarter of the northeast quarter of section thirty-six (36), township nineteen (19) north, range nineteen (19) east of the Willamette Meridian, containing 120 acres, more or less, according to the government survey thereof.

The above described lands are sold subject to all the provisions of Chapter 109 of the Session Laws of 1911, to which reference is hereby made, and which shall be as binding upon the grantee and any successor in interest of said grantee as though set out at length herein.

"The grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors, and assigns forever, all oils, gases, coal, ores, minerals and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oil, gases, coal, ores, minerals and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right to enter by itself, its agents, attorneys and servants upon said lands or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made unto itself, its successors and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery, roads and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said land as may be necessary or convenient for the successful prosecution of such mining business hereby expressly reserving to itself, its successors and assigns, as aforesaid, generally all rights and powers in, to and over said lands, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved. Provided, That no rights shall be exercised under this reservation by the State, its successors or assigns, until provision has been made by the State, its successors or assigns to pay to the owner of the land upon which the rights herein reserved to the State its successors or assigns or sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said J.A. Mahan, his heirs and assigns forever.

Witness the Seal of the State, affixed this 22nd day of July 1919  
(SEAL)

Louis F. Hart  
Acting Governor

State Record of Deeds, Volume 6 Page 207

Attest:  
J. Grant Hinkle  
Assistant Secretary of State

App. No. 9562

Cont. No. 9062

Filed for record Aug. 9, 1919 at 9:45 A.M.

Request of Kittitas Co. Abstract Co.

By Juanita Dixon, Deputy

Mollie R. Dixon, Auditor

DEED RECORD—33  
KITITAS COUNTY, WASHINGTON

371

36-19-19

State of Washington.

J.A. Mahan

Recording No. 52804

DEED

STATE OF WASHINGTON

IN CONSIDERATION OF One thousand six hundred and no/100 (\$1,600.00) Dollars, the receipt of which is hereby acknowledged the State of Washington does hereby grant, bargain, sell and convey unto J.A. Mahan, his heirs and assigns, the following described School lands, situated in Kittitas County, Washington, to-wit:

The southeast quarter of section thirty-six (36), township nineteen (19) north, range nineteen (19) east of the willamette meridian, containing 160 acres, more or less, according to the government survey thereof.

"The grantor hereby expressly covenants, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns forever, all oils, gases, coal, ores, minerals and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oil gases, coal, ores, minerals and fossils; and it also hereby expressly covenants and reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right to enter by itself, its agents, attorneys and servants upon said lands or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery, roads and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said land as may be necessary or convenient for the successful prosecution of such mining business hereby expressly reserving to itself, its successor and assigns, as aforesaid, generally, all rights and powers in, to, and over said lands, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved; Provided, That no rights shall be exercised under this reservation by the State, its successors or assigns, until provision has been made by the State, its successors or assigns to pay to the owner of the land upon which the rights herein reserved to the State, its successors or assigns or sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land."

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said J.A. Mahan, his heirs and assigns forever.

WITNESS the Seal of the State, affixed this 22nd day of July 1919

(SEAL)

Louis F. Hart,  
Acting Governor

Attest:  
J. Grant Hinkle  
Assistant Secretary of State

State Record of Deeds, Volume 5, Page 204  
Contract No. 7803  
App. No. 7806

Filed for record Aug. 9, 1919 at 9:45 A.M.

Request of Kittitas Abstract Co.  
Mollie E. Dixon, Auditor

By

Juanita Dixon,

Deputy



314560  
EASEMENT

36-19-19

The grantor Ernest E. Barnhart of Ellensburg, Washington for and in consideration of One Dollar (\$1.00) and other valuable consideration, in hand paid, receipt thereof is hereby acknowledged, grants and conveys to Department of Natural Resources, grantee, its successors and assigns, Permanent easement over and across the following described lands in Kittitas County, State of Washington, to-wit: That part of Coleman Creek Road lying in the  $W\frac{1}{2}$  of E $\frac{1}{2}$ , Section 36, Township 19 North, Range 19 East. W.M.

as shown on the plat marked Exhibit A, attached hereto and by this reference made a part hereof.

The rights granted hereinabove shall be subject to the following terms and conditions:

1. The easement is conveyed for the sole purpose of constructing and/or maintaining a road to provide access to and from lands presently owned or hereinafter acquired by the grantee, or controlled by the grantee, for land management and administration activities, including but not limited to valuable material removal operations.
2. The grantor reserves to itself, its successors and assigns, the right to use, at its own risk, the roadway in any manner which does not unreasonably interfere with the use of said road by the grantee, its assigns, successors, agents, contractors, employees, or licensees. Said road users will, however, contribute their pro rata share to the maintenance costs caused by their usage so that such maintenance will leave the road in as good a condition as existed at the time of commencement of said use.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal this 9 day of June, 1961.

Ernest E. Barnhart (SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

Approved as to Form only  
5th day of May, 1961

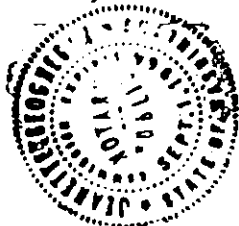
JOHN J. O'CONNELL  
ATTORNEY GENERAL

By Charles B. Roe, Jr.  
Assistant Attorney General

Filed for Record 10:29 A.M.  
Date 5-6-61 P.M.  
Department of Natural Resources  
By Marion Darter, Kittitas County Auditor

On this day personally appeared before me \_\_\_\_\_ to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged the same as \_\_\_\_\_ free and voluntary act and conveyance for the uses and purposes therein mentioned.

Given under my hand and official seal this 9 day of June, 1961.



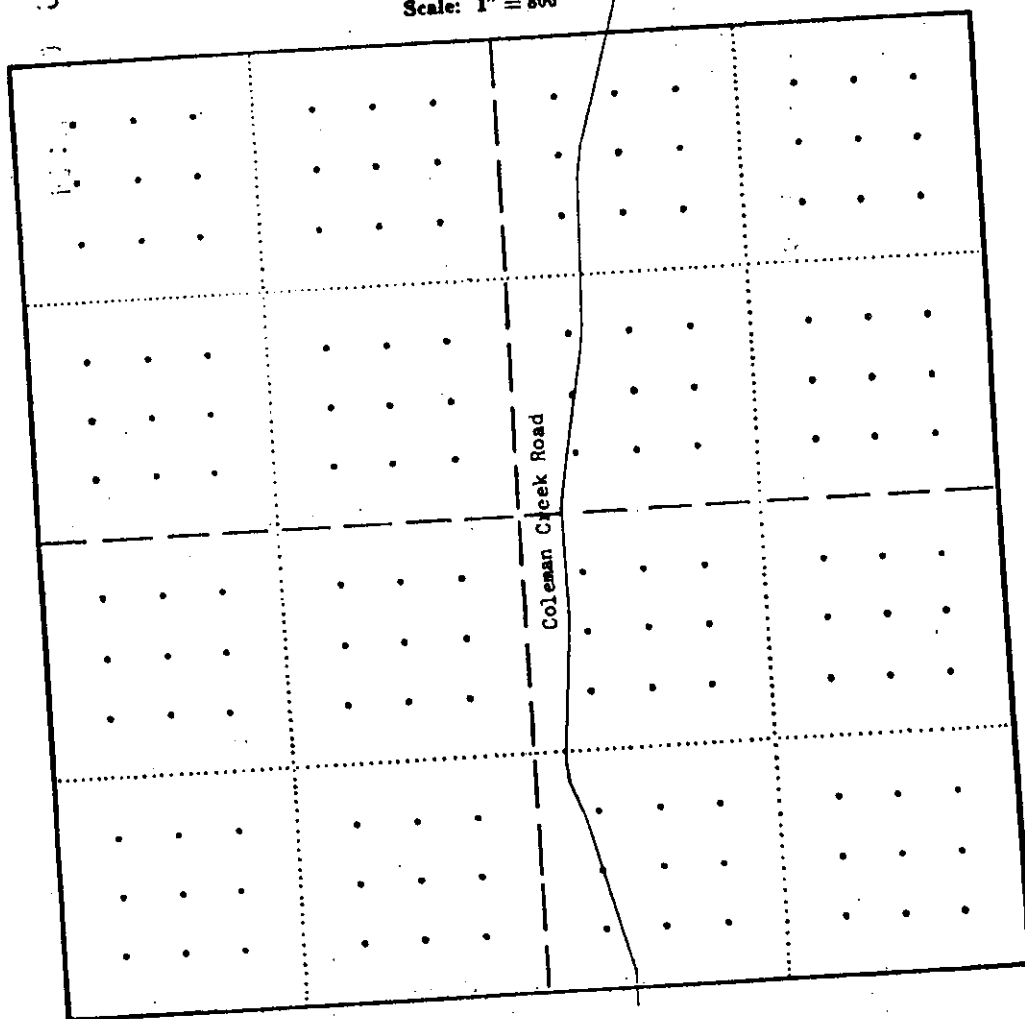
Marion Darter  
Notary Public in and for the State of Washington, residing at Ellensburg, WA

M-158  
5/1/61

10

Sec. 36 Twp. 19 North R. 19 East

Scale: 1" = 800'



S. F. No. 2969-12-36-15M. 47208 O S

EXHIBIT A

397081

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands

Agreement No. 37207

THIS AGREEMENT, made and entered into this 1st day of December, 1974, by and between MISSION KIDGE REPEATER ASSN., herein called the "Grantee," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, its successors and assigns:

An easement for a right of way for the construction, operation, use and maintenance of a radio relay site, over and across a tract of land more specifically described by a metes and bounds description contained in Exhibit D attached hereto and by this reference made a part hereof, all in Kittitas County, Washington.

A nonexclusive right to use a portion of the State's concrete building, to use electric power furnished from the State's meter and to the use of emergency power furnished from the State's emergency generator.

Provided, however, the right to use a portion of the State's building is dependent upon the availability of space in said building.

A nonexclusive right to use an existing road over and across the location shown in red and green on the map marked Exhibits A, B and C attached hereto and by this reference made a part hereof for the purpose of operating equipment commonly used for the construction, operation, use and maintenance of a radio relay site.

Provided, however, the use of the existing road shown in red and green on said Exhibits A, B, and C is subject to the terms and conditions of an easement dated June 9, 1964, recorded under Auditor's File No. 314560, an easement dated May 20, 1969, filed under Auditor's File No. 355297 and an easement dated April 10, 1970, recorded under Auditor's File No. 362247 all in Kittitas County, Washington.

This Agreement is subject to the terms and conditions hereinafter set out and to the terms and conditions of Schedule 1, attached hereto and by this reference made a part hereof.

Subject, however, to an easement for right of way granted to Puget Sound Power and Light Company on January 23, 1923, under Application No. 11612.

Subject, however, to an easement for right of way granted to the Bonneville Power Administration on April 26, 1948, under Application No. 17129.

Subject, however, to an easement for right of way granted to the Bonneville Power Administration on June 25, 1953, under Application No. 21086.

Subject, however, to an easement for right of way granted to the Department of Natural Resources on January 21, 1960, under Application No. 26283.

Subject, however, to an easement for right of way granted to the Department of Natural Resources on January 22, 1960, under Application No. 26284.

Subject, however, to an easement for right of way granted to the Department of Natural Resources on January 22, 1960, under Application No. 26285.

Filed for Record      A.M.  
Date MAY 23, 1975      2:30 P.M.

App. No. 37207

By *Bert L. Cole* for Dept. Natural Resources  
Auditor, Kittitas County Auditor

OFFICIAL RECORDS

VOL 60 PAGE 569

Subject, however, to an easement for right of way granted to Bonneville Power Administration on September 14, 1960, under Application No. 25838.

Subject, however, to an easement for right of way granted to Bonneville Power Administration on September 6, 1961, under Application No. 25840.

Subject, however, to an easement for right of way granted to Bonneville Power Administration on June 15, 1962, under Application No. 25841.

Subject, however, to an easement for right of way granted to Bonneville Power Administration on September 6, 1962, under Application No. 25839.

Subject, however, to an easement for right of way granted to the Department of Natural Resources on May 28, 1963, under Application No. 28725.

Subject, however, to an easement for right of way granted to the Department of Natural Resources on April 16, 1964, under Application No. 28530.

Subject, however, to an easement for right of way granted to Microwave Transmission Corporation on January 1, 1966, under Application No. 27451.

Subject, however, to an easement for right of way granted to Bonneville Power Administration on April 11, 1967, under Application No. 31007.

Subject, however, to an easement for right of way granted to the Department of Natural Resources on June 14, 1968, under Application No. 32654.

Subject, however, to an easement for right of way granted to Public Utility District #1 of Chelan County on December 24, 1968, under Application No. 33334.

Subject, however, to an easement for right of way granted to Apple Valley T.V. Association, Inc. on January 17, 1969, under Application No. 32463.

Subject, however, to an easement for right of way granted to Boise Cascade Corporation on May 20, 1969, under Application No. 33310.

Subject, however, to an easement for right of way granted to the USA, Soil Conservation Service on July 1, 1970 under Application No. 34425.

#### Consideration

The consideration paid by the Grantee to the State is as follows:

Statutory Fee \$5.00

Annual Rental \$50.00, the first payment being due on December 1, 1974 and each succeeding payment being due on each succeeding December 1.

Provided, however, the rental will be subject to adjustment by the State no more frequently than at five year intervals.

#### Operating Specifications

In the exercise of rights granted by this agreement, the Grantee agrees to abide by the State's Resource Management Operating Specifications in effect at the time of the execution of this agreement.

Subsequent changes in specifications necessary to reasonably protect the environment will be mutually agreed upon. Costs for such subsequent changes will be borne by the Grantee.

If the two parties fail to agree that the changes in specifications are necessary, a three-member committee will be formed. Said committee to be made up of one member appointed by the State, one member appointed by the Grantee, and one member to be appointed by the two aforementioned members. The decision of the committee will be final and binding on all parties.

#### Assignment

This Agreement, or any of the rights granted herein, shall not be assigned without prior written consent of the State, except that said rights granted herein may be used by any employee, contractor, or representative of the Grantee, hereinafter collectively referred to as "Permittee," while engaged in the Grantee's operations.

#### Term

Should the Grantee, or its assigns, cease to use this easement for the purposes specified herein for a period of two (2) years, it shall notify the State of such nonuse; and the rights granted herein shall revert to the State, its successors or assigns.

#### Forfeiture

In the event that any portion of the right of way as described and shown on attached Exhibits A, B, C and D is not used by the Grantee, or its assigns, for the purpose for which it was granted, within a period of five (5) years, the rights of the Grantee within said portion of the right of way shall revert to the State, its successors or assigns; and said portion of the right of way shall be freed from the easement as fully and completely as if this Agreement had not been entered into; provided, however, an extension of time may be granted upon written request prior to the expiration date of said 5-year period and upon the terms and conditions as specified by the State; such terms and conditions shall be limited to the State's right to extend said period and modify the considerations due the State which shall include, but not be limited to, additional charges for administrative costs and appreciation of land and valuable material.

#### Removal of Improvements and Equipment

All improvements, buildings, fixtures and other property erected or permanently affixed upon State lands by the Grantee during the term of said easement, which remain upon said land sixty (60) days from the termination or abandonment of said easement, shall become the property of the State and be considered a part of the land upon which they are located; provided, however, that any time within sixty (60) days after the termination or abandonment of said easement, the Grantee shall be entitled to remove such of said improvements as can be removed without damage to said lands.

All tools, equipment and other property not permanently affixed upon the land by the Grantee during the term of said easement shall remain the property of the Grantee but shall be removed within sixty (60) days after the expiration of this easement.

#### Reservations to State

State reserves for itself, its successors and assigns, the right at all times and for any purpose to cross and recross said right of way at any place on grade or otherwise, and to use said right of way for road purposes, insofar as is compatible with Grantee's operation, and provided such reserved rights shall be exercised in a manner that will not unreasonably interfere with the rights of the Grantee hereunder.

The State reserves to itself, its successors and assigns, the right to develop, improve, and utilize the land and natural resources thereon, within the limits of the right of way granted herein, insofar as such reservations are compatible with the Grantee's operation and insofar as such action will not unreasonably interfere with the rights of the Grantee.

In the event the State, its successors or assigns elects to act within the reservation, it shall give written notice to the Grantee of such election and will then assume responsibility for allowing no growth or obstruction on the right of way that will be incompatible or interfere with the Grantee's use thereof.

When so notified, Grantee will not eradicate by broadcast brush spraying, or other methods of removal, any growth on the portion of the right of way being so used by the State. In the event the Grantee injures or damages growth while responding to an emergency such as, but not limited to, a fire, flood, or facility failure, or necessary repair to such facility, the State shall have no recourse or cause of action against the Grantee for or on account of such injury.

Furthermore, the State shall notify the Grantee in writing of any cessation of any management plan enacted, and such notice will relieve the State of growth and obstruction control; provided, upon such notice of cessation, the State shall remove or cause to be removed, all growth and obstruction exceeding ten (10) feet in height.

The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that use by such third party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted hereunder.

#### Compliance with Laws and Regulations

The Grantee shall comply with all applicable laws to the extent that it can legally do so, including all Department of Natural Resources regulations, county and municipal laws, ordinances, or regulations in effect and authorized by law or laws of the State of Washington.

The Grantee shall cause its Permittee to comply with those requirements and conditions set forth hereinafter which are applicable to the Permittee's operation.

In addition to compliance with those laws of the State of Washington pertaining to forest protection, the Grantee shall contact the State's Area Manager at Ellensburg, Washington, who shall determine any extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hose, fire tools, etc., which are deemed necessary for prevention and suppression of fire resulting from construction operations. Such requirements will be included in the Grantee's invitation to bid and will be made part of the contract with the successful bidder.

#### Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of such rights.

During operations under this Agreement, including the construction of roads and facilities, the Grantee shall take such precautions as necessary to minimize, insofar as possible, soil erosion and damage to the soil. Equipment will not be operated when ground conditions are such that excessive damage will result.

#### Roads and Road Maintenance

The Grantee shall repair or cause to be repaired at its sole cost and expense that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road.

If the Grantee fouls the surfacing by dragging earth from sides or other sources across the road and onto the surface portion of the road, the Grantee shall resurface that portion so affected within a reasonable amount of time.

The Grantee shall, during periods of use, remove slides, fallen timber and other obstructions from the right of way.

The cost of performance of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. Where either party hereto uses a road, or portion thereof, that party shall perform or cause to be performed, or contribute

or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards equal to or better than those existing at the time use is commenced; provided the State reserves the right to make reasonable regulations concerning priority of use and maintenance of said roads by it and others.

During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or surfacing said road or portion thereof.

#### Response to an Emergency

Nothing contained herein shall prevent the Grantee from responding to an emergency relating to the facilities on the right of way.

#### Notice of Noncompliance

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file in the office of the Commissioner of Public Lands in Olympia, Washington, of any instance of noncompliance with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith. Upon receipt of such notice the Grantee shall immediately take or cause to be taken effective remedial action.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Ellensburg, Washington, may suspend the Grantee's operations on State lands until such time as effective remedial action is taken.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole  
BERT L. COLE  
Commissioner of Public Lands

MISSION RIDGE REPEATER ASSN.

By Robert L. Smith, Jr., Treasurer  
Title

858 North Main Street  
East Wenatchee, WA 98801

App. No. 37207  
wsp

SCHEDULE 1

1. The Grantee shall, when notified, take prompt action at his own expense to eliminate any interference caused by the Grantee's installations to the State's communications or detection system now in use or which may be installed in the future, providing equipment in the State's future installations shall be of modern engineering design. Likewise, any interference caused to the Grantee by the State shall be corrected at the expense of the Grantee, unless said interference is caused by a component failure in the State's equipment. Interference shall be construed to include modulation, desensitization, or any other interference caused by this installation.
2. The Grantee shall erect no structures which will impair the visibility, detection, or communication facilities of the State now in use, or which may be required in the future.
3. If the State should find reasonable indications of interference, to the State's or to previously established electronic facilities in the immediate area on State land, originating from the Grantee's facility, the Grantee upon receiving notice shall cooperate with the State in a mutually satisfactory manner to identify the interference, and if found to be originating from the Grantee's facility, the Grantee shall immediately take remedial action to eliminate the cause of the interference.
4. All transmitters installed or operated by the Grantee using a frequency of 470MHz or below shall have installed a cavity in the output of each transmitter tuned to the output frequency.
5. The State will require radio interference protection to the Grantee from any future installations, except installations of the State, providing State equipment in use is of modern engineering design.
6. The purpose of this right of way is for the installation and operation of transmitting and receiving equipment. The Grantee shall not have the right to add any additional radio transmitting and receiving equipment that will add to communication facilities of the Grantee without the written consent of the State.
7. Grantee's installation shall conform with the specifications set forth in items 2 through 6 of Technical Data Sheets dated May 15, 1974, attached hereto and by this reference made a part hereof.
8. The Grantee shall obtain all Federal, State, and local permits and licenses necessary to operate under this Agreement.
9. The State shall have access to the premises at all reasonable times for the purpose of securing compliance with the terms and conditions of this Agreement.
10. Grantee shall record notice of this Agreement with the County Auditor of Kittitas County within 30 days of the final signature.
11. Grantee covenants to keep at all times existing and future improvements made or placed upon the site in as good repair as they now are or may hereafter be put to, except for reasonable wear and tear and damage by fire or other unavoidable casualty. All repairs shall be at the Grantee's cost and expense. In all cases the premises shall be maintained to a standard acceptable to the State.
12. Grantee shall provide suitable identification of its site by means of a sign or painted designation of ownership in a location evident to all concerned on structures owned and/or used by Grantee under the terms and conditions of this Agreement.

App. No. 37307  
wap

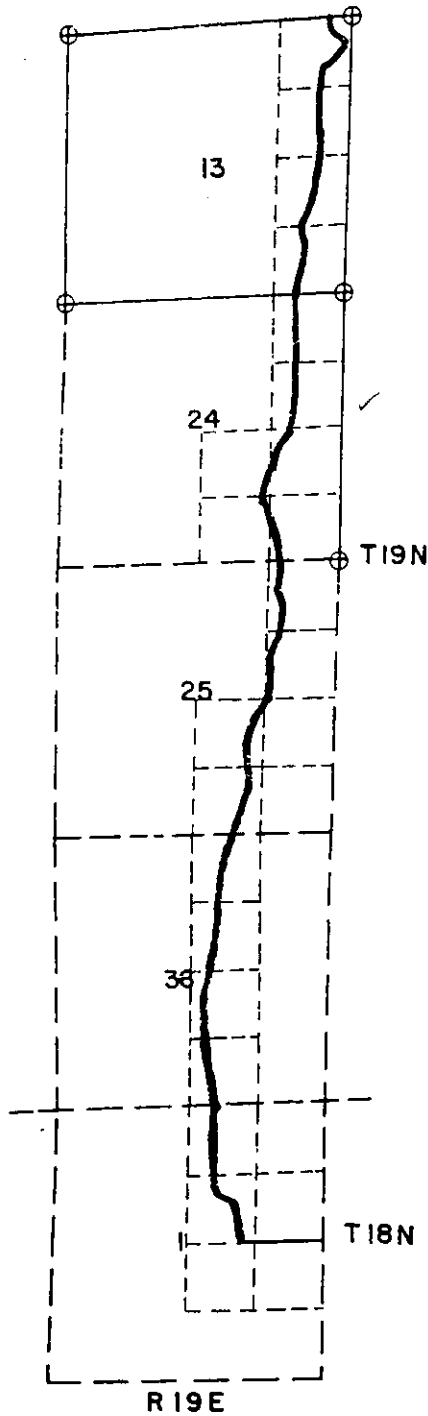


STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands

Form No. \_\_\_\_\_  
Name \_\_\_\_\_

County KITTITAS  
District SOUTHEAST

T. 18 & 19 N R. 19 E W.M.



R/W = 60'  
SCALE: 2" = MILE

DRAWN BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

( CORNERS )

○ APPROXIMATE    ⊙ ACCURATE    ⊕ COINCIDENT    ⊕ OTHER AGENCY    □ 1/16

EXHIBIT A

60 PAGE 575

RECORDS





Exhibit D

Site Description.

To occupy a space in the Department of Natural Resource's building on Mission Ridge, which is located in an area described as follows:

That portion of the NW $\frac{1}{4}$  NW $\frac{1}{4}$ , Section 36, Township 21 North, Range 19 East, W.M., included within the limits of a tract of land described by metes and bounds as follows:

Beginning at a point in said NW $\frac{1}{4}$  NW $\frac{1}{4}$ , Section 36, which is N 13° 56' E 2,241.6 feet from the west quarter section corner of said Section 36, running thence North 100 feet, thence West 100 feet, thence South 100 feet and thence East 100 feet to the point of beginning, having an area of 0.23 acre as shown on the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

App. No. 37207

Submit in Duplicate

For Radio - Electronic Type Land Use

Mission Ridge Repeater Assn.  
650 N. Main St.

3. FCC license and other data:

a.	Manufacturer: .....	1
b.	Manufactured equipment model:.....	2
c.	License number (if issued):.....	3
d.	Date issued:.....	4
e.	Call sign:.....	5
f.	Class of service (FCC symbol):.....	
g.	Type of emission (FCC symbol):.....	
h.	Transmit frequency Mc/s:.....	
i.	Transmitter crystal frequencies Mc/s:.....	
j.	Transmit multiplier frequencies:.....	
k.	Transmit power output (atts):.....	
l.	Receive frequencies used:.....	
m.	Receiver crystal frequencies Mc/s:.....	
n.	Receiver IF frequencies:.....	
o.	Control tones, transmit CPS:.....	

4. Types of operational controls used at this station:  
Local control \_\_\_\_\_ Wire line remote \_\_\_\_\_ Radio link remote X
5. a. Antenna support: Pole ( ), Tower (X), Height 20', Self-supporting ( ), Guyed (X)  
b. Omni Directional Antenna: 1. Gain 6 dBD, Height to top of antenna 40' ft.  
2. Gain \_\_\_\_\_, " " " " " " \_\_\_\_\_ ft.  
3. Gain \_\_\_\_\_, " " " " " " \_\_\_\_\_ ft.  
c. Directional Antenna:  
Elevation above ground: 1. 20' Beam path width 1. 30° Azimuth 1. 35° True  
2. \_\_\_\_\_ 2. \_\_\_\_\_ 2. \_\_\_\_\_
6. Is station served by commercial power? Yes X No \_\_\_\_\_
7. Does station have standby power plant? Yes \_\_\_\_\_ No X Kva \_\_\_\_\_
8. Is station served by telephone? Yes \_\_\_\_\_ No X Area & No. \_\_\_\_\_
9. Name and business address of chief engineer or officer in charge:  
D. R. Irish Name 858 N. Main St. Box or Street  
509 360-7200 Phone E. Wenatchee, wa. 98801 City & Zip
10. Geographical name of location: Napeum Ridge  
Legal description of location: SW 1/4 of NW 1/4 of Sec 36, Twp. 21N, Range 19 E.  
Latitude & Longitude of antenna: 47° 16' 27" N, 120° 24' 18" W
11. Original values for new installations, or replacement values for existing installations, excluding access roads and powerline costs. \$ 1000
12. Attach a floor plan of the proposed building. Describe the type of building construction and its exterior finish. (If in rented space, give owner's name.)  
Department of Natural Resources

Date: ~~October 17, 1973~~ 5-15-74  
App. No. 37207

Signature [Signature]  
Title Secy-Treasure  
Telephone (509) 881-7216

OFFICIAL RECORDS

60 579

442898

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCESBERT L. COLE, Commissioner of Public Lands  
Olympia, Washington 98504

## NOTE CAREFULLY

The Department of Public Lands will not approve or enter any assignment unless the lease or contract is in good standing. The original lease or contract must be submitted along with three (3) copies of this assignment form and a \$8.00 fee.

## Lease Assignment

For and in consideration of the sum of Ten Dollars and other valuable consideration the hereinafter named assignor hereby assigns, sets over and transfers, all of his or their right, title, and interest in and to that portion of the lease or contract No. 37207 herein described:

"An easement for a right of way for the construction, operation, use and maintenance of a radio relay site, over and across a tract of land more specifically described by a metes and bounds description contained in Exhibit D attached hereto and by this reference made a part hereof, all in Kittitas County, Washington. And as further described in the above entitled agreement, and all Exhibits and Schedules thereof."

(Exhibit D mentioned hereinabove is set forth in Contract #37207 at Book 60 Page 569) (Said Contract No. 37207 was recorded on May 23, 1975, with the

Kittitas County Auditor in book 60, page 569.)

unto: Rainier Radio Systems

whose address is: 858 N. Main St.  
(P. O. Box - Route - Street)

E. Wenatchee, Washington 98801

(City)

(State)

(Zip Code)

and said assignee hereby binds and obligates himself (or themselves) to perform all the conditions and covenants of said lease or contract.

In the event the assignee is a corporation, and if at any time during the term of this lease any part or all of the corporate shares of the assignee be transferred by sale, assignment, bequest, inheritance, operation of law, or other disposition so as to result in a change in the present control of the assignee by the person or persons now owning a majority of the corporate shares, such change shall be deemed an assignment of this lease, which, to become legally effective, requires the prior written approval of the Department of Natural Resources.

Approval of this assignment by the Department is not a discharge of the assignor or his surety from any or all liabilities, obligations, or duties incurred under the contract or lease prior to the date of consent of this assignment.

Assignment Approved:

Date May 6, 1977

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By

Bert L. Cole  
Commissioner of Public Lands

Dated this Seventh day  
of March, A.D. 1977

Mission Ridge Repeater Assn.

Carl J. [Signature] President  
Assignor

Rainier Radio Systems

Gray Miller President  
Assignee

Assignee

The Assignor's signature must be notarized. Use appropriate form on reverse side.

Assignee's signature, other than corporations, does not need to be notarized. If Assignee is a corporation, complete appropriate Certificate of Acknowledgment on reverse side.

OFFICIAL RECORDS

VOL. 133 PAGE 205

11

Ret: Bob Celi  
Room 206  
Crt. Lane

**CERTIFICATE OF ASSIGNOR'S ACKNOWLEDGMENT**

(If a corporation, use "Certificate of Corporate Acknowledgment" below.)

YAKIMA COUNTY AUDITOR  
FILED FOR RECORD  
Bob Celi

JUN 26 PM 2:48

STATE OF WASHINGTON,

County of \_\_\_\_\_

On this day personally appeared before me

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

**CERTIFICATE OF CORPORATE ACKNOWLEDGMENT**

STATE OF WASHINGTON,

County of Yakima

ASSIGNOR

On this 7th day of March, 1977, before me personally appeared

Gerald M. Judy

to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

Given under my hand and official seal this 7th day of March, 1977

Mary G. Blane  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

**CERTIFICATE OF CORPORATE ACKNOWLEDGMENT**

STATE OF WASHINGTON,

County of \_\_\_\_\_

ASSIGNEE

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared

to me known to be the \_\_\_\_\_ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

Vol. 133-106 206

13

THIS MORTGAGE is made and entered into by Ernest E. Barnhart and Helen M. Barnhart,  
husband and wife, and May S. Barnhart, a widow  
residing in Kittitas County, Washington, whose post office address is  
Route 3, Box 460, Ellensburg, Washington 98926  
herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
April 23, 1982	\$125,900.00	13.25%	January 1, 2022

(If the interest rate is less than \_\_\_\_\_ % for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Government the following property situated in the

State of Washington, County(ies) of Kittitas :

See attached Exhibit "A" and by this reference made a part hereof.

KITTITAS COUNTY AUDITOR  
FILED REQUEST OF: KRC

1982 APR 23 PM 4:38

FmHA 427-1 WA (Rev. 4-24-79)

OFFICIAL RECORDS

Vol. 164 PAGE 750

43918



107830 W P 10

107830 W P 10

Exceptions, reservations, liens and other encumbrances of record.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonable necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payment.
- (8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

107830

OFFICIAL RECORDS

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PARCEL 1:

The Southwest 1/4 of Section 8, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington, EXCEPT the right of way for County Road along the West side thereof.

PARCEL 2:

Government Lots 1, 2, 3, and 4; The South 1/2 of the Northeast 1/4; The South 1/2 of the Northwest 1/4 and the Southwest 1/4 of Section 11; EXCEPT right of way for Coleman Creek County Road.

The Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of Section 12; EXCEPT that portion of the Southwest 1/4 of the Southeast 1/4 which lies south and west of and below the north boundary line of the right of way of the canal of the Kittitas County Reclamation District;

The North Half of the Northeast 1/4 of Section 11, EXCEPT that portion of the Northwest 1/4 of the Northeast 1/4 which lies south and west of and below the north boundary line of the right of way of the canal of the Kittitas Reclamation District;

The Northwest 1/4 and the North 1/2 of the Southwest 1/4 of Section 12; EXCEPT right of way for J. Schnebly County Road.

All in Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington

AND

The Southeast 1/4; the West 1/2 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 19 North, Range 19 East, W.M., in the County of Kittitas, State of Washington.

OFFICIAL RECORDS

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(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part, of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Wenatchee, Washington 98801, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the hand(s) of Borrower this 23rd day of April, 19 82.

by S. Barnhart by Ernest E. Barnhart Ernest E. Barnhart  
May S. Barnhart by Ernest E. Barnhart, Ernest E. Barnhart  
her attorney in fact Helen M. Barnhart

STATE OF WASHINGTON

COUNTY OF Kittitas

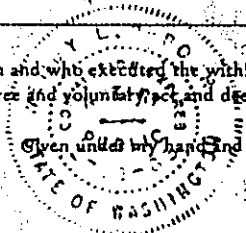
ss:

ACKNOWLEDGMENT

On this day personally appeared before me the within-named Ernest E. Barnhart and Helen M. Barnhart,

Ernest E. Barnhart and Helen M. Barnhart, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of April, 19 82.



Wendy X. DeBoer  
Notary Public in and for the State of Washington,

(NOTARIAL SEAL)

Residing at Ellensburg

STATE OF WASHINGTON, }  
County of Kittitas } ss.

On this 23rd day of April, 19 82, before me personally appeared Ernest E. Barnhart to me known to be the individual who executed the foregoing instrument as Attorney in Fact for May S. Barnhart and acknowledged that he signed the same as his free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.

ACKNOWLEDGMENT, ATTORNEY IN FACT.

Form No. W-11

Wendy X. DeBoer  
Notary Public in and for the State of Washington,  
residing at Ellensburg

164 PAGE 754

Set: Agme  
PO Box 604  
SDA-FmHA Ellensburg  
Farm FmHA 427-1 WA  
ev. 2-2-82)

Position 5

494677

REAL ESTATE MORTGAGE FOR WASHINGTON

900  
1A in

THIS MORTGAGE is made and entered into by Ernest E. Barnhart and Helen M. Barnhart,  
husband and wife

Residing in Kittitas County, Washington, whose post office address is  
Rt. 3, Box 460, Ellensburg Washington 98926

herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
April 10, 1986	\$36,600.00	6½%	April 10, 1993
April 10, 1986	\$33,671.69	6½%	April 10, 2001
April 10, 1986	\$69,012.16	5%	April 10, 2016
April 10, 1986	\$98,553.06	5%	April 10, 2021
April 10, 1986	\$43,277.08	10½%	April 10, 2021

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statute administered by the Farmers Home Administration:

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, sell, convey, mortgage, and assign with general warranty unto the Government the following property situated in the

County of Washington, County(ies) of Kittitas

see attached Exhibit A

KITTITAS COUNTY AUDITOR  
FILED REQUEST OF:  
J. H. A.  
1986 APR 10 PM 4:09

FmHA 427-1 WA (Rev. 2-2-82)

OFFICIAL RECORDS

OFFICIAL RECORDS

OFFICIAL RECORDS

50  
243 PAGE  
VOL  
VOL

WITNESS the hand(s) of Borrower this 10th day of April 19 86

Ernest E. Barnhart  
ERNEST E. BARNHART

Helen M. Barnhart  
HELEN M. BARNHART

STATE OF WASHINGTON

COUNTY OF Kittitas } ss.

ACKNOWLEDGMENT

On this day personally appeared before me the within-named Ernest E. Barnhart and

Helen M. Barnhart

, to me known to be the individual(s) described and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of April 19 86



J. D. Roth  
Notary Public in and for the State of Washington.

Residing at Ellensburg

PARCEL 1:

EXHIBIT "A"

The Southwest 1/4 of Section 8, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington, EXCEPT the right of way for County Road along the West side thereof.

PARCEL 2:

\* Government Lots 1, 2, 3, and 4; The South 1/2 of the Northeast 1/4; The South 1/2 of the Northwest 1/4 and the Southwest 1/4 of Section 1; EXCEPT right of way for Coleman Creek County Road.

The Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of Section 2; EXCEPT that portion of the Southwest 1/4 of the Southeast 1/4 which lies south and west of and below the north boundary line of the right of way of the canal of the Kittitas County Reclamation District;

The North Half of the Northeast 1/4 of Section 11, EXCEPT that portion of the Northwest 1/4 of the Northeast 1/4 which lies south and west of and below the north boundary line of the right of way of the canal of the Kittitas Reclamation District;

The Northwest 1/4 and the North 1/2 of the Southwest 1/4 of Section 12; EXCEPT right of way for J. Schnebly County Road.

All in Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington

AND

\* The Southeast 1/4; the West 1/2 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 19 North, Range 19 East, W.M., in the County of Kittitas, State of Washington.

OFFICIAL RECORDS

OFFICIAL P. 100

551764

REAL ESTATE MORTGAGE FOR WASHINGTON

3 COUNTY AUDITOR  
LED REQUEST OF:  
FHA  
1992 AUG 18 PM 2:17

15

THIS MORTGAGE is made and entered into by Ernest E. Barnhart and Helen M. Barnhart,

husband and wife

residing in Kittitas County, Washington, whose post office address is

Rt. 3, Box 460, Ellensburg , Washington 98926

herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," or any shared appreciation agreement or recapture agreement, which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
6/25/92	\$ 6,487.81	6½%	6/25/04
6/25/92	\$ 27,145.47	6½%	6/25/02
6/25/92	\$ 26,556.91	7%	6/25/07
6/25/92	\$106,310.25	5%	6/25/20
6/25/92	\$ 73,208.75	5%	6/25/15
6/25/92	\$ 51,714.44	8½%	6/25/20

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statute administered by the Farmers Home Administration.

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a; and any amounts due under any Shared Appreciation Agreement/Recapture Agreement entered into pursuant to 7 U.S.C. 2001.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Government the following property situated in the

State of Washington, County(ies) of Kittitas

see attached Exhibit A

565  
334  
VGL



together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein, all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay and reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government whether once or often in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (b) prescribing any other statute of limitations, (c) allowing any right of redemption or possession following any foreclosure sale or (d) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower hereby waives the benefit of any such State laws.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Wenatchee, Washington 98801, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the hand(s) of Borrower this 25th day of June, 19 92.

Ernest E. Barnhart  
Ernest E. Barnhart

Helen M. Barnhart  
Helen M. Barnhart

STATE OF WASHINGTON

COUNTY OF KITITAS

ss:

ACKNOWLEDGMENT

On this day personally appeared before me the within named Ernest E. Barnhart and

Helen M. Barnhart to me known to be the individual(s) described

in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of June, 19 92.

(NOTARIAL SEAL)

Judy D. H.  
Notary Public in and for the State of Washington,

Residing at HC60, Box 9728, Cle Elum, WA

EE 1:

The Southwest 1/4 of Section 8, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington, EXCEPT the right of way for County Road along the West side thereof.

PARCEL 2:

Government Lots 1, 2, 3, and 4; The South 1/2 of the Northeast 1/4; The South 1/2 of the Northwest 1/4 and the Southwest 1/4 of Section 1; EXCEPT right of way for Coleman Creek County Road.

The Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of Section 2; EXCEPT that portion of the Southwest 1/4 of the Southeast 1/4 which lies south and west of and below the north boundary line of the right of way of the canal of the Kittitas County Reclamation District;

The North Half of the Northeast 1/4 of Section 11, EXCEPT that portion of the Northwest 1/4 of the Northeast 1/4 which lies south and west of and below the north boundary line of the right of way of the canal of the Kittitas Reclamation District;

The Northwest 1/4 and the North 1/2 of the Southwest 1/4 of Section 12; EXCEPT right of way for J. Schnebly County Road.

All in Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington

AND

The Southeast 1/4; the West 1/2 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 19 North, Range 19 East, W.M., in the County of Kittitas, State of Washington.

VOL 334 PAGE 569

OFFICIAL RECORDS

OFFICIAL RECORDS

OFFICIAL RECORDS

Farm Service Agency  
1606 Perry Street, Suite A  
Yakima, WA 98902

Recorded in the County of Kittitas, WA  
Beverly H. Allenbaugh, Auditor



199706240027 4:26pm 06/24/97

001 4004794 04 04  
A10 1 0 0.00 0.00

Form Fm113 WA (1991-1)  
(7-31-81)

### AMENDMENT OF MORTGAGE

ERNEST E. BARNHART AND HELEN M. BARNHART (borrowers) are indebted to the United States acting through the Farmers Home Administration (Government) as evidenced by a promissory note executed by borrowers in favor of the Government dated June 23, 1992, in the amount of \$27,145.47 with a final due date of June 25, 2002. That note is secured by a real estate mortgage executed by the borrowers dated June 25, 1992 and recorded on August 18, 1992, in the Auditor's Office of Kittitas County, Washington, File No. 551764.

Borrowers and Government have agreed to reamortize the promissory note so that the final due date of the note now is June 24, 2012. The above described real estate mortgage is hereby amended by changing the date under the heading "Due Date of Final Installment" on the first page of said mortgage to June 24, 2012.  
Assessor's Tax Parcel # N/A  
Abbreviated Legal Description N/A

ERNEST E. BARNHART

HELEN M. BARNHART

### ACKNOWLEDGMENT

STATE OF WASHINGTON  
COUNTY OF KITTITAS

On this day personally appeared before me the within-named Ernest E. Barnhart and Helen M. Barnhart, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein expressed.

Given under my hand and official seal this 24th day of June, 1997.



Notary Public in and for the State of Washington  
Residing at Ellensburg, Washington  
My commission expires October 4, 1997.

12753

15

Farm Service Agency  
1606 Perry Street, Suite A  
Yakima, WA 98902

Recorded in the County of Kittitas, WA  
Beverly M. Allenbaugh, Auditor



199706240028 4:27pm 06/24/97

001 4004794 04 04  
A10 1 0 0.00 0.00

Form FmHA-WA 1951-1  
(7-31-81)

AMENDMENT OF MORTGAGE

ERNEST E. BARNHART AND HELEN M. BARNHART (borrowers) are indebted to the United States acting through the Farmers Home Administration (Government) as evidenced by a promissory note executed by borrowers in favor of the Government dated June 25, 1992, in the amount of \$6,487.81 with a final due date of June 25, 2004. That note is secured by a real estate mortgage executed by the borrowers dated June 25, 1992 and recorded on August 18, 1992, in the Auditor's Office of Kittitas County, Washington, File No. 551764.

Borrowers and Government have agreed to reamortize the promissory note so that the final due date of the note now is June 24, 2012. The above described real estate mortgage is hereby amended by changing the date under the heading "Due Date of Final Installment" on the first page of said mortgage to June 24, 2012. Abbreviated Legal Description N/A Assessor's Tax Parcel # N/A

  
ERNEST E. BARNHART

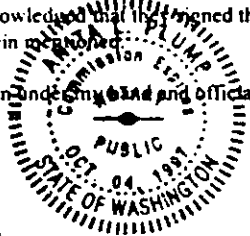
  
HELEN M. BARNHART


ACKNOWLEDGMENT

STATE OF WASHINGTON  
COUNTY OF KITTITAS

On this day personally appeared before me the within-named Ernest E. Barnhart and Helen M. Barnhart, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of June, 1997.



  
Notary Public in and for the State of Washington  
Residing at Ellensburg, Washington  
My commission expires October 4, 1997.

12754

15

Farm Service Agency  
1606 Perry Street, Suite A  
Yakima, WA 98902

Recorded in the County of Kittitas, WA  
Beverly M. Allenbaugh, Auditor



8.00

199706240029 4:29pm 06/24/97

001 4004794 04 04  
A19 1 0 8.00 0.00

Form FmHA-WA 1951-1  
(7-31-81)

### AMENDMENT OF MORTGAGE

ERNEST E. BARNHART AND HELEN M. BARNHART (borrowers) are indebted to the United States acting through the Farmers Home Administration (Government) as evidenced by a promissory note executed by borrowers in favor of the Government dated June 25, 1992, in the amount of \$26,556.91 with a final due date of June 25, 2007. That note is secured by a real estate mortgage executed by the borrowers dated June 25, 1992 and recorded on August 18, 1992, in the Auditor's Office of Kittitas County, Washington, File No. 551764.

Borrowers and Government have agreed to reamortize the promissory note so that the final due date of the note now is June 24, 2012. The above described real estate mortgage is hereby amended by changing the date under the heading "Due Date of Final Installment" on the first page of said mortgage to June 24, 2012.  
Abbreviated Legal Description N/A Assessor's Tax Parcel # N/A

  
ERNEST E. BARNHART

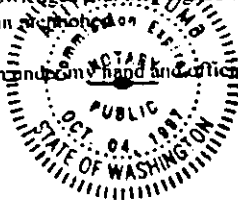
  
HELEN M. BARNHART


### ACKNOWLEDGMENT

STATE OF WASHINGTON  
COUNTY OF KITTITAS

On this day personally appeared before me the within-named Ernest E. Barnhart and Helen M. Barnhart, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of June, 1997.



  
Notary Public in and for the State of Washington  
Residing at Ellensburg, Washington  
My commission expires October 4, 1997.

12755





COMMITMENT FOR TITLE INSURANCE

18-20-06000-0004 (#29)

AUC - 1-A-24

Project Schultz W. G. Young  
Owner Darrell W. et ux  
PO# 2970C  
Policy# 89092  
Initials JTM  
Rec'd 11-13-01

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:

AMERITITLE

P.O. BOX 617

101 WEST 5TH AVENUE

ELLENSBURG, WA 98926

(509) 925-1477

CHICAGO TITLE INSURANCE COMPANY

By:

*Robert A. St. E*

President

By:

*Barry R. Smith*

Secretary

*Bruce C. Cleft*  
Authorized Signature



## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured where are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## EXCLUSIONS

**NOTE: THE FORM OF POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.**

The Exclusions from Coverage referred to in Paragraph 3 of the Conditions and Stipulations are as follows:

### ALTA OWNER'S POLICY FORM 10-17-92

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

#### EXCLUSIONS (Cont'd.)

4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured, by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

#### ALTA LOAN POLICY FORM (10-17-92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## COMMITMENT FOR TITLE INSURANCE

Prepared for:  
Bonneville Power Administration

Inquiries should be made to:  
AMERITITLE  
P. O. Box 617  
101 West 5th Avenue  
Ellensburg WA 98926  
(509)925-1477 / FAX (509)962-3111

### SCHEDULE A

File No.: 0089092

Your Reference No.: 2970C

1. Effective Date: October 10, 2001, at 8:00 a.m.
2. Policy or Policies to be issued:

A. <input checked="" type="checkbox"/> ALTA U.S. Owner's Policy - (9-28-91)	Amount: \$	1,100.00
<input checked="" type="checkbox"/> Standard <input type="checkbox"/> Extended	Premium: \$	220.00
Proposed Insured:	Tax: \$	16.94

#### BONNEVILLE POWER ADMINISTRATION

3. The estate or interest in the land which is covered by this Commitment is:

**FEE SIMPLE ESTATE**

4. Title to the estate or interest in the land is at the effective date hereof vested in:

**DARRELL W. BARNHART AND CARLIE C. BARNHART, HUSBAND AND WIFE**

5. The land referred to in this Commitment is described as follows:

**As fully set forth on attached.**

## **SCHEDULE A (Continued)**

Order No.: 0089092

**Legal Description:**

The South half of Government Lot 5 of Section 6, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington;

EXCEPT

Right of way of Coleman Creek County Road;

Right of way of Cooke Canyon County Road;

Right of way conveyed to Kittitas County by deed dated July 17, 1980, recorded August 5, 1980 under Auditor's File No. 444055.

**END OF SCHEDULE A**

## SCHEDULE B

File No.: 0089092

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### GENERAL EXCEPTIONS:

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

### SPECIAL EXCEPTIONS:

- 1. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to County Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Continuation of this classification requires:

- a) that all Grantees sign the Notice of Continuance Section on Excise Tax Affidavit;
- b) compliance with revised policy effective July 15, 1994, which requires that a five year Farm Land Management Plan from the new owner, together with the legal description, be submitted to the Kittitas County Assessor's office in advance (fifteen (15) days) of closing/recording;
- c) if the sale is for under 20 acres, income history must be provided to the Kittitas County Assessor's Office to meet mandated requirements for three out of five past years.

Any questions regarding these requirements should be directed to the Kittitas County Assessor's Office (509)962-7501.

CONTINUED

## SCHEDULE B (Continued)

File No.: 0089092

2. Lien of real estate excise sales tax upon any sale of said premises, if unpaid. Real estate excise tax on said property is subject to tax at the rate of 1.53% (State = 1.28%; Local = 0.25%).
3. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on February 21, 1956, under Kittitas County Auditor's File No. 255835.  
In favor of : Pacific Northwest Pipeline Corporation  
For : Pipeline or pipelines  
Affects : Portion of said premises
4. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on February 13, 1964, in Book 114 of Deeds, Page 467.  
In favor of : United States of America  
For : The right to erect, maintain, operate and patrol one or more lines of electric power transmission structures and appurtenant signal lines, together with the right to clear said right of way and keep same clear of brush, timber, structures and fire hazards  
Affects : A strip of land 275 feet in width over and across a portion of Section 6.
5. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.  
(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph I in the general exceptions which are printed on Schedule B herein.

The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies.

END OF SCHEDULE B

## **SCHEDULE C**

File No.: 0089092

### **THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:**

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.
2. The proposed policy is to insure an easement to be created over the property described in Paragraph 5, Schedule "A" herein. The legal description on the policy to issue will be amended to conform to the easement when specifically located. The policy will be further subject to any terms and conditions contained in the instrument creating the easement.

### **END OF REQUIREMENTS**

**NOTES:** The following matters will not be listed as Special Exceptions in Schedule B of the policy or policies to be issued. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy or policies to be issued:

1. Suggested abbreviated legal (for use when a standardized cover sheet is required for recording):  
Portion of Section 6, Township 18 N, Range 20 E, W.M.
2. General taxes and assessments for the year 2001 have been paid.  
Amount : \$27.31  
Tax Parcel No. : 18.20.06000.0004 (R124934)
3. The following endorsements will be attached to the policy when issued: **NONE**  
  
No other endorsement will be issued unless requested of and agreed to in writing by the Company prior to closing.
4. In the event this transaction fails to close and this commitment is canceled, a minimum cancellation fee of \$53.85 will be charged to comply with the State Insurance Code and the filed schedule of this Company.

### **END OF NOTES**

### **END OF SCHEDULE C**

BC/bj

1cc: Bonneville Power Administration  
Attn: Ellen Camp  
TR/TPP-4  
P.O. Box 61409  
Vancouver, WA 98666-1409





In Response to the Gramm – Leach – Bliley Act Effective 7/1/2001

## PRIVACY POLICY

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies may include financial service providers, exchange companies, other title insurance companies, escrow collection companies, foreclosure companies, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

# **Chicago Title Insurance Company**

## **Fidelity National Financial Group of Companies' Privacy Statement**

**July 1, 2001**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

**In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

### **Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

### **Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

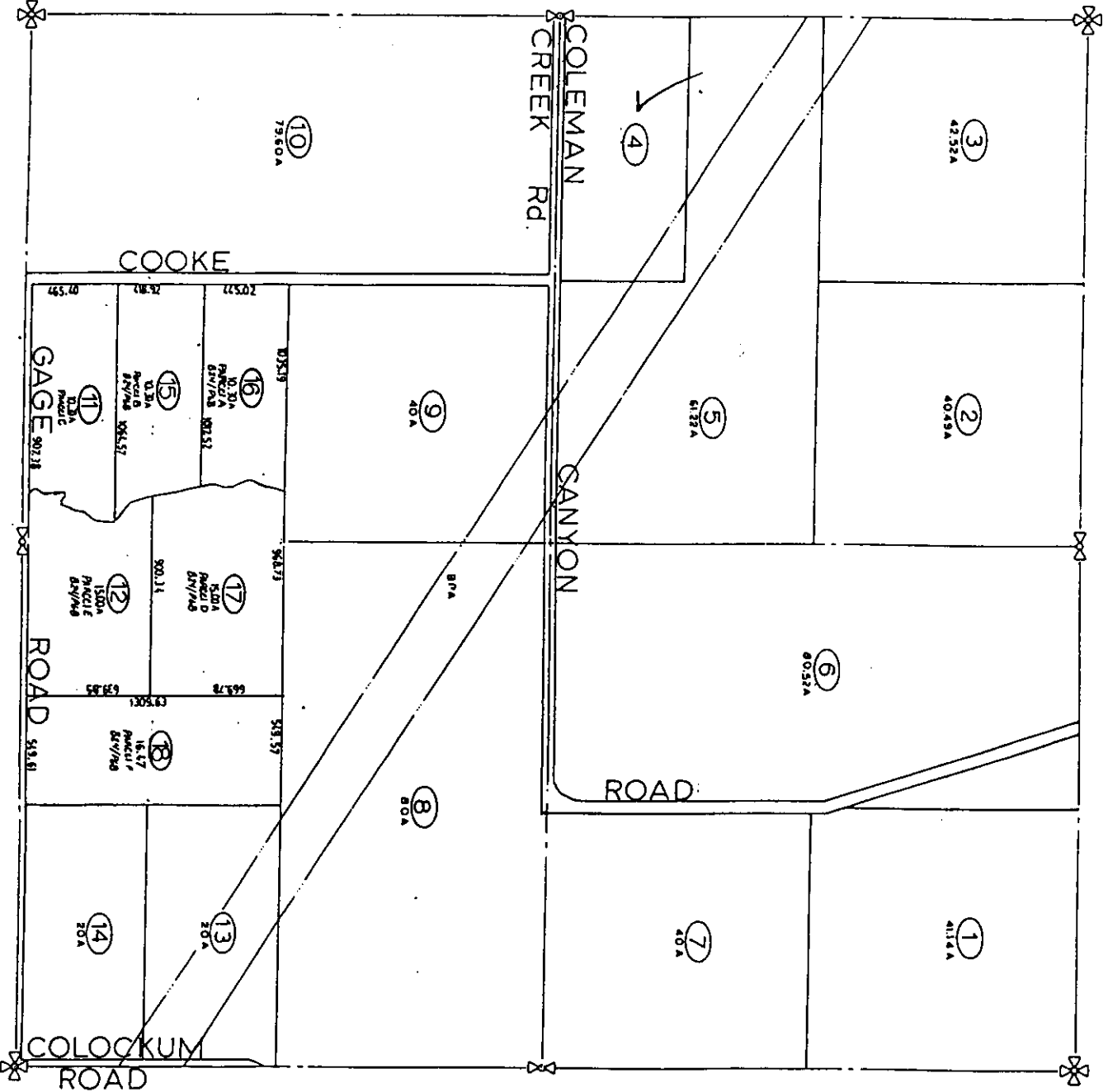
Privacy Compliance Officer  
Fidelity National Financial, Inc.  
4050 Calle Real, Suite 220  
Santa Barbara, CA 93110

1-12-60

6 · 18 · 20

NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT OF COUNTY ASSESSOR

SCALE: 1 INCH=400 FEET



This line is One Inch on original  
Scale and accuracy is 1/4 inch on this copy

## Compliments of: AmeriTitle

This sketch is furnished for informational purposes only to assist in property location with references to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.



TRANSAMERICA TITLE  
INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE.

Filed for Record  
Date 1-21-67 at 12:21 P.M.

Filed for Record at Request of

Ellensburg State Bank  
Action Center, Kittitas County, Washington

Name

Address

City and State

1-2-67  
E. D. A.

1-2-67  
E. D. A.



1% RE EXCISE TAX PAID

Amount 250

Date 1-14-67

Affidant No. 12315

LUCILLE VEENHUIS  
KITITAS COUNTY TREASURER

By *Lucille Veenhuis*

## Statutory Warranty Deed

Form 497-1-R-67

352108

THE GRANTOR S, D. D. SCHNEELY and STELLA SCHNEELY,  
husband and wife,

for and in consideration of Ten Dollars (\$10.00) and other valuable consideration

in hand paid, conveys and warrants to DARRELL W. BARNHART and CARLIE C. BARNHART,  
husband and wife,

the following described real estate situated in the County of Kittitas, State of Washington:

The West 1/2 of the Northeast 1/4, the Northeast 1/4 of the Northwest 1/4, and the South 1/2 of the Northwest 1/4 of Section 6, Township 18 North, Range 20 E. W. M.  
The East 1/2 of the Northeast 1/4, the East 1/2 of the Southeast 1/4 of Section 30, Township 19 North, Range 20 E. W. M.  
That portion of the East 1/2 of Section 31, Township 19 North, Range 20 E. W. M., described as follows:  
Beginning at the Southeast corner of said Section and running thence West on the South line of said Section 1480 feet; thence North 4°58' West 3665 feet, thence North 26°30' East 1895 feet; thence East on the North line of said Section to the Northeast corner thereof, thence South on the East line of said Section to the point of beginning;

All in the County of Kittitas, State of Washington.

TOGETHER with all water rights and irrigation ditches appurtenant thereto.

SUBJECT TO any and all reservations, easements and rights of way apparent or of record.

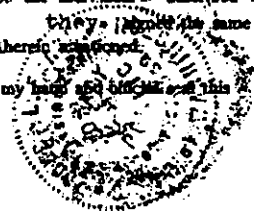
Dated this 9th day of February, 1967.

*D. D. Schneely* (SEAL)  
*Stella Schneely* (SEAL)

STATE OF WASHINGTON, }  
County of Kittitas }

On this day personally appeared before me D. D. SCHNEELY and STELLA SCHNEELY,  
his wife,  
to me known to be the individuals described in and who executed the within and foregoing instrument, and  
acknowledged that they are the same as their free and voluntary act and deed, for the  
uses and purposes therein expressed.

GIVEN under my hand and official seal this 12th day of February, 1967.



*Robert F. Vane*  
Notary Public in and for the State of Washington,  
residing at Ellensburg.

OL 1 PAGE 311

WRISTING DEED

255835

## RIGHT OF WAY CONTRACT

Line No. 904-24  
 R/W No. 8-19-279  
 State Washington  
 County Kittitas  
 Rods \_\_\_\_\_  
 W.O. No. \_\_\_\_\_

For and in consideration of the sum of Ten (\$10.00) Dollars cash, the receipt of which is hereby acknowledged, and in addition thereto, an aggregate sum equal to One (\$1.00) Dollar per lineal rod of pipeline constructed under the

terms hereof, to be paid at the time and in the manner hereinafter set forth,

D. D. Schnobly and Stella Schnobly, his wife.

whose address is Route 3, Ellensburg, Washington

hereinafter referred to as Grantors, (whether one or more), do hereby grant and convey unto PACIFIC NORTHWEST PIPELINE CORPORATION, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace, alter or remove a pipeline or pipelines for the transportation of oil, gas and the products thereof, on, over and through the following described lands, which Grantors warrant that they are the owners in fee simple, situated in the County of \_\_\_\_\_

Kittitas, State of Washington, to-wit:

The West half of the Northeast quarter (W $\frac{1}{2}$  of NE $\frac{1}{4}$ ); The Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$  of NW $\frac{1}{4}$ ); and South Half of the Northwest quarter (S $\frac{1}{2}$  of NW $\frac{1}{4}$ ); All in Section 6, Township 18 North, Range 20 E.W.M. Part of the East half of Section 31, Township 19 North, Range 20 E.W.M., in the County of Kittitas, State of Washington, which is described as follows: Beginning at the Southeast corner of said section; thence west on the south line of said section 1480 feet; thence north 4°58' west 3665 feet; thence north 26°30' east 1895 feet; thence east on the north line of said section to the north east corner; thence south on the east line of said section to the point of beginning.

Section 6, Township 18N, Range 20E, together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid; hereby releasing and waiving, as to Grantee, all rights under and by virtue of the homestead exemption laws of said state.

Grantee agrees that after it has completed its survey of the route for its pipeline and has established the route thereof and before pipeline construction is commenced, it will pay Grantors, in proportion to Grantors' respective interests, a total sum equivalent to One (\$1.00) Dollar per lineal rod of pipeline so surveyed and established.

Grantors shall have the right to use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree not to build, create or construct or to permit to be built, created or constructed any obstruction, building, engineering works, or other structures over or that would interfere with said pipeline or lines or Grantee's rights hereunder. Grantee hereby agrees to pay any damages which may arise to growing crops, pasturage, timber, fences or buildings of said Grantors from the exercise of the rights herein granted, said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantors, their successors, heirs or assigns, one to be appointed by the Grantee, its successors or assigns, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Should more than one pipeline be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as specified above, shall be paid for each such line laid.

It is agreed that the obligation of Grantee to make any payment hereunder shall be satisfied by delivery of such payment to any of the Grantors for the benefit of all Grantors.

Any pipeline constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation.

The Grantee shall have the right to assign this grant in whole or in part.

It is agreed that this grant covers all the agreements between the parties hereto and that no representations or statements, verbal or written, have been made, modifying or adding to or changing the terms of this agreement.

The interest of the Grantee in the property covered hereby is to be held by the Grantee subject to the lien of and in accordance with the provisions of the Mortgage and Deed of Trust dated as of October 1, 1955, from Pacific Northwest Pipeline Corporation to L. P. Morgan & Co., Inc., and Robert P. Howe, as Trustees.

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee, its successors and assigns until such first pipeline be constructed and so long thereafter as a pipeline is maintained thereon.

IN WITNESS whereof the Grantors herein have executed this conveyance this 9 day of January, 1956

WITNESSES:

C. C. Beardsorff  
 C. C. Beardsorff

D. D. Schnobly (Seal)  
 D. D. Schnobly

Stella Schnobly (Seal)  
 Stella Schnobly

(Seal)

3

# SINGLE ACKNOWLEDGMENT

STATE OF WASHINGTON

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn personally appeared \_\_\_\_\_

to me known to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of \_\_\_\_\_

residing at \_\_\_\_\_

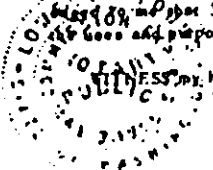
## JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

County of Kittitas

On this 19th day of JANUARY, A. D. 1956, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared D. D. Schnobly and Stella Schnobly

his wife, to me known to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged to me that \_\_\_\_\_ they \_\_\_\_\_ signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.



WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington

residing at Ellensburg, Washington

FEB 21 4 25 PM '56

RIGHT OF WAY CONTRACT

FROM

Stella Schnobly

TO

PACIFIC NORTHWEST PIPELINE CORPORATION

STATE OF WASHINGTON

COUNTY OF Kittitas

I hereby certify that the within instrument was filed

for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly recorded in

Volume 97 of Records

at Page \_\_\_\_\_ and examined.

Donna M. Schnobly

Stella Schnobly

(Title)

Stella Schnobly

PAGE 11

THE VERIFICATION OF INSTRUMENTS, ETC.

P. M. & A. 1952

SALT LAKE CITY, UTAH

## JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn personally appeared \_\_\_\_\_ and \_\_\_\_\_

his wife, to me known to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of \_\_\_\_\_

residing at \_\_\_\_\_

310541

Tract No. V-MV-40 and  
V-MV-AR-29-1

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The GRANTOR, herein so styled whether one or more, D. D. SCHNEBLI AND STELLA SCHNEBLI,  
husband and wife,

Filed for Record at 4:54 P.M.  
Date FEB 13 1964  
By KCTC  
Marion Darter, Kittitas County Auditor

for and in consideration of the sum of - THREE HUNDRED TWENTY-FIVE - - - - -  
- - - - - Dollars (\$325.00 ),  
in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants,  
bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and  
right to enter and erect, maintain, repair, rebuild, operate, and patrol 1 or more line(s) of electric power trans-  
mission structures and appurtenant signal lines, including the right to erect such poles, transmission structures,  
wires, cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described  
parcel of land in the County of Kittitas in the State of Washington, to-wit:

A strip of land 275 feet in width, over and across the S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ ,  
SW $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ , and Government Lot 5 of Section 6, Township 18  
North, Range 20 East, Willamette Meridian, Kittitas County, Washington.  
The boundaries of said strip are 75 feet distant northerly from 200 feet  
distant southerly from, and parallel with the survey line for the Vantage  
to Maple Valley No. 1 transmission line, as now located and staked on  
the ground over, across, upon, or adjacent to the above-described property.  
Said survey line is particularly described as:

Beginning at a point in the east line of Section 6, Township 18  
North, Range 20 East, Willamette Meridian, N. 0°49'30" W. 750.6 feet  
from the southeast corner of said section, which point is designated  
as survey station 1529+83.0; thence N. 57°22'10" W. 3476.7 feet to a  
point in the east-west quarter section line of said Section 6, S. 88°30'50"  
E. 2320.1 feet from the quarter section corner in the west line of said  
section, which point is designated as survey station 1564+59.7;  
thence N. 57°22'10" W. 2759.2 feet to a point in the west line of said  
Section 6, N. 0°10'20" W. 1427.6 feet from the quarter section corner  
in said west line, which point is designated as survey station 1592+18.9;



4

together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

The Grantor also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA, and its assigns, a permanent easement and right of way for the construction, operation and maintenance of a road approximately fourteen feet in width (with such additional widths as are necessary to provide for cuts, fills, and turnouts, and for curves at angle points) on, over, and across the land of the grantor in the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 6, Township 18 North, Range 20 East, Willamette Meridian, Kittitas County, Washington,

for the following purposes, namely: the right to enter and to clear of timber, danger trees, and brush; to build, cut, fill, level, grade, drain, surface, maintain, repair and rebuild a road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over, and across the land embraced within said right of way, as shown colored in red on drawing Serial No. 116029,

prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto and by this reference, made a part hereof.

Grantor reserves the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the road by the United States of America, its employees, contractors, agents or assigns.

It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, agents or assigns, the UNITED STATES OF AMERICA or its assigns will, subject to availability of appropriations, repair such damage.

It is further understood and agreed that Grantor may erect or maintain fences across said road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the rights of way on June 5, 1963, shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid, has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 14 day of February, 1964.

D. D. Schnibly  
D. D. Schnibly

Stella Schnibly  
Stella Schnibly

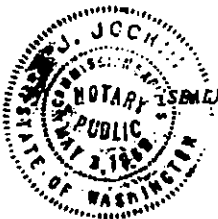
Vol. 114 Page 468



STATE OF Washington )  
COUNTY OF Stitt ) ss:

On the 11th day of February, 1964, personally came before me, a notary public in and for said County and State, the within-named D. D. SCHRAMMEL AND STELLA SCHRAMMEL, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



J. J. Ockler  
Notary Public in and for the  
State of Washington  
Residing at Seacouver  
My commission expires 3/1/65

STATE OF )  
COUNTY OF ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally came before me, a notary public in and for said County and State, the within-named \_\_\_\_\_

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF )  
COUNTY OF ) ss:

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_, records of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_ Deputy.

For recording, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX NO. 3621  
PORTLAND 8, OREGON

eg 12/3/63

BPA 177  
Rev. 8-2-61

114 4469

COMMITMENT FOR TITLE INSURANCE

Name SCHULTZ - WAUTOMA  
 Owner BARNHART, DARRELL W  
 PO# 2970  
 Policy# 0088341  
 Initials DB JM  
 Rec'd 7/26/01

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:  
 AMERITITLE  
 P.O. BOX 617  
 103 WEST 5TH AVENUE  
 ELLENSBURG, WA 98926  
 (509) 925-1477

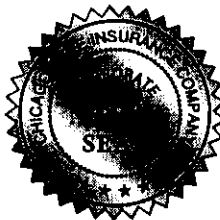
CHICAGO TITLE INSURANCE COMPANY

By:

*Patricia S. E.*

President

*Bruce Cliff*  
 Authorized Signature



By:

*Bruce Cliff*  
 Secretary

## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured where are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## EXCLUSIONS

**NOTE: THE FORM OF POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.**

The Exclusions from Coverage referred to in Paragraph 3 of the Conditions and Stipulations are as follows:

### ALTA OWNER'S POLICY FORM 10-17-92

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

### EXCLUSIONS (Cont'd.)

4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

### ALTA LOAN POLICY FORM (10-17-92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## COMMITMENT FOR TITLE INSURANCE

Prepared for:  
Bonneville Power Administration

Inquiries should be made to:  
AMERITITLE  
P. O. Box 617  
101 West 5th Avenue  
Ellensburg WA 98926  
(509)925-1477 / FAX (509)962-3111

### SCHEDULE A

File No.: 0088341

Your Reference No.: TRO1B-R2970

1. Effective Date: June 29, 2001, at 8:00 a.m.

2. Policy or Policies to be issued:

A. <input checked="" type="checkbox"/> ALTA U.S.A. Owner's Policy - (10-17-92)	Amount: \$	20,000.00
<input checked="" type="checkbox"/> Standard <input type="checkbox"/> Extended	Premium: \$	220.00
Proposed Insured:	Tax: \$	16.94

U.S. DEPARTMENT OF ENERGY BONNEVILLE POWER ADMINISTRATION

3. The estate or interest in the land which is covered by this Commitment is:

FEE SIMPLE ESTATE

4. Title to the estate or interest in the land is at the effective date hereof vested in:

DARRELL W. BARNHART AND CARLIE C. BARNHART, HUSBAND AND WIFE

5. The land referred to in this Commitment is described as follows:

The North half of the Southwest quarter of the Northwest quarter and the Southeast quarter of the Northwest quarter and West half of the Northeast quarter of Section 6, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington;

EXCEPT

right of way of Coleman Creek County Road;  
right of way of Cooke Canyon County Road;  
Right of way conveyed to Kittitas County by deed dated July 17, 1980, recorded August 5, 1980 under Auditor's File No. 444055.

END OF SCHEDULE A

## SCHEDULE B

File No.: 0088341

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### GENERAL EXCEPTIONS:

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

### SPECIAL EXCEPTIONS:

1. General taxes and assessments for the second half of the year 2001, which become delinquent after October 31, 2001, if not paid.  
Amount : \$30.00  
Tax No. : 18-20-06000-0005 (R304934)

NOTE: First half 2001 taxes and assessments have been paid in the amount of \$30.00.  
General taxes and assessments for the full year: \$60.01.

General taxes and assessments for the second half of the year 2001, which become delinquent after October 31, 2001, if not paid.  
Amount : \$609.41  
Tax No. : 18-20-06000-0006 (R144934)

NOTE: First half 2001 taxes and assessments have been paid in the amount of \$609.41.  
General taxes and assessments for the full year: \$1,218.82.

CONTINUED

## SCHEDULE B (Continued)

File No.: 0088341

2. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to County Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Continuation of this classification requires:

- a) that all Grantees sign the Notice of Continuance Section on Excise Tax Affidavit;
- b) compliance with revised policy effective July 15, 1994, which requires that a five year Farm Land Management Plan from the new owner, together with the legal description, be submitted to the Kittitas County Assessor's office in advance (fifteen (15) days) of closing/recording;
- c) if the sale is for under 20 acres, income history must be provided to the Kittitas County Assessor's Office to meet mandated requirements for three out of five past years.

Any questions regarding these requirements should be directed to the Kittitas County Assessor's Office (509)962-7501.

3. Lien of real estate excise sales tax upon any sale of said premises, if unpaid. Real estate excise tax on said property is subject to tax at the rate of 1.53% (State = 1.28%; Local = 0.25%).

4. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on February 21, 1956, under Kittitas County Auditor's File No. 255835.

In favor of : Pacific Northwest Pipeline Corporation

For : The right to select and route for and construct, maintain, inspect, operate, protect, repair, replace, alter or remove a pipeline or pipelines for the transportation of oil, gas and products thereof

Affects : Portion of Section 6

5. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on February 13, 1964, in Book 114 of Deeds, Page 467.

In favor of : United States of America

For : The right to erect, maintain, operate and patrol one or more lines of electric power transmission structures and appurtenant signal lines, together with the right to clear said right of way and keep same clear of brush, timber, structures and fire hazards

Affects : A strip of land 275 feet in width over and across a portion of Section 6

Said document also provides for a right of way for a road approximately 14 feet in width in the Southwest quarter of the Southeast quarter of the Northwest quarter of said Section 6.

CONTINUED

## **SCHEDULE B (Continued)**

File No.: 0088341

6. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument dated September 2, 1964 recorded in Book 116 of Deeds, Page 390.
- In favor of : Puget Sound Power and Light Company
- For : The right to install, maintain, replace, remove and use an electric line, with necessary appurtenances, and to keep line free of interference from trees or other growth.
- Affects : The East half of the Northwest quarter, the Northwest quarter of the Northeast quarter of Section 6.
7. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.  
(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph I in the general exceptions which are printed on Schedule B herein.  
The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies.

**END OF SCHEDULE B**



## **SCHEDULE C**

File No.: 0088341

### **THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:**

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.

### **END OF REQUIREMENTS**

**NOTES:** The following matters will not be listed as Special Exceptions in Schedule B of the policy or policies to be issued. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy or policies to be issued:

1. Suggested abbreviated legal (for use when a standardized cover sheet is required for recording):  
Portion of Section 6, Township 18 N, Range 20 E, W.M.
2. In the event this transaction fails to close and this commitment is canceled, a minimum cancellation fee of \$53.85 will be charged to comply with the State Insurance Code and the filed schedule of this Company.

### **END OF NOTES**

### **END OF SCHEDULE C**

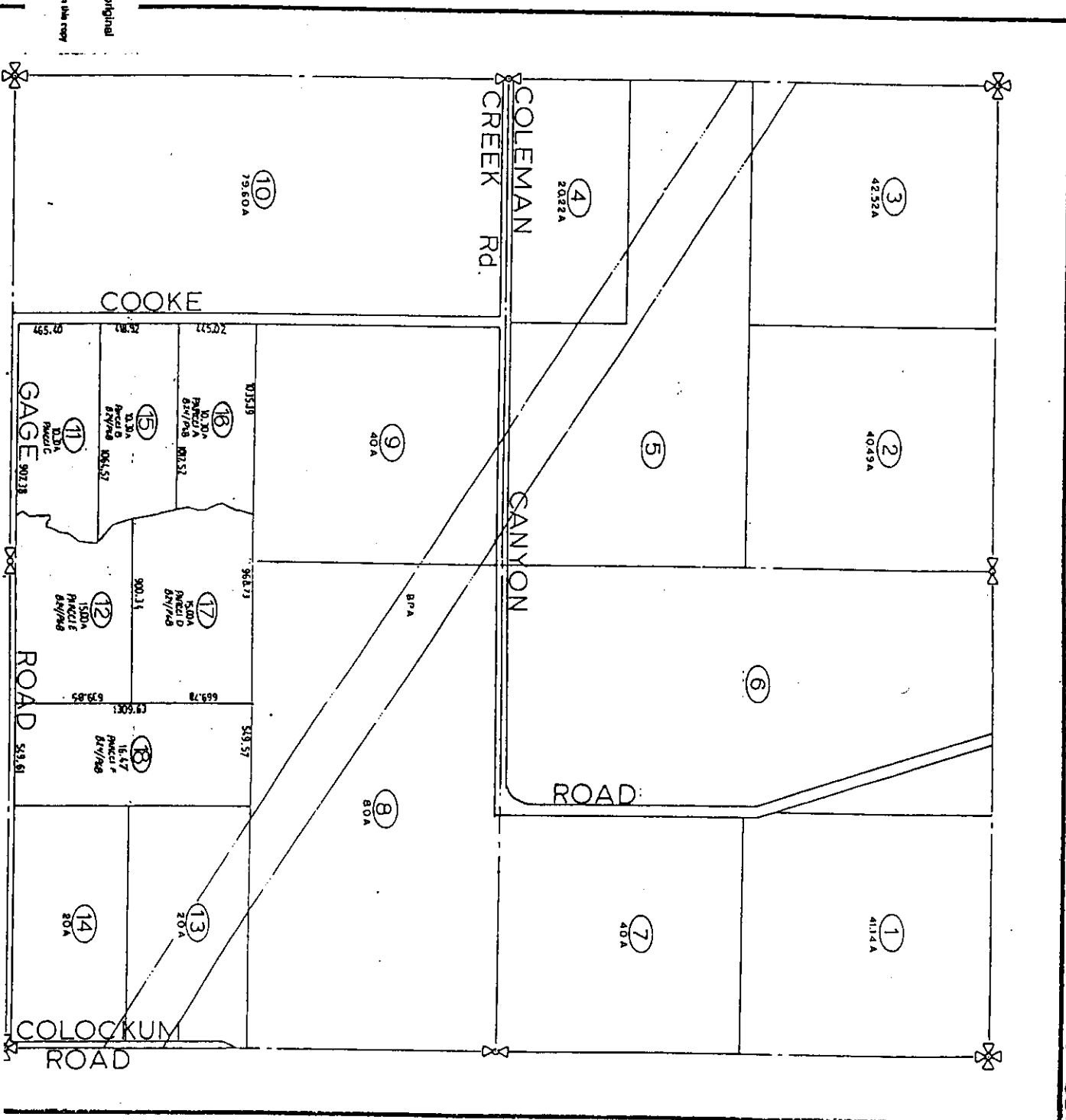
BC/bj

1cc: Bonneville Power Administration-TR-3  
P.O. Box 3621  
Portland, OR 97208

Compliments of AmeriTitle

This sketch is furnished for informational purposes only to assist in property location with references to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

This line is One inch on original  
Scale print accordingly 1:1 is not on this copy





TRANSAMERICA TITLE  
INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE.

Filed for Record  
Date 1-21-67 at 12:21 P.M.

Filed for Record at Request of

Ellensburg State Bank  
Action Center, Kittitas County, Washington

1% RE EXCISE TAX PAID  
Amount 250  
Date 2-14-67  
Affidavit No. 14315  
LUCILLE VEENHUIS  
KITITAS COUNTY TREASURER  
By *[Signature]*

Name  
Address  
City and State

1-2-67  
E. D. B.

1-2-67  
E. D. B.



Form 447-1-67

### Statutory Warranty Deed

352108

THE GRANTOR S, D. D. SCHNEELY and STELLA SCHNEELY,  
husband and wife,

for and in consideration of Ten Dollars (\$10.00) and other valuable consideration

in hand paid, conveys and warrants to DARRELL W. BARNHART and CARLIE C. BARNHART,  
husband and wife,

the following described real estate situated in the County of Kittitas, State of Washington:

The West 1/2 of the Northeast 1/4, the Northeast 1/4 of the Northwest 1/4, and the South 1/2 of the Northwest 1/4 of Section 6, Township 18 North, Range 20 E. W. M.  
The East 1/2 of the Northeast 1/4, the East 1/2 of the Southeast 1/4 of Section 30, Township 19 North, Range 20 E. W. M.  
That portion of the East 1/2 of Section 31, Township 19 North, Range 20 E. W. M., described as follows:  
Beginning at the Southeast corner of said Section and running thence West on the South line of said Section 1480 feet; thence North 4°58' West 3665 feet, thence North 26°30' East 1895 feet; thence East on the North line of said Section to the Northeast corner thereof, thence South on the East line of said Section to the point of beginning;

All in the County of Kittitas, State of Washington.

TOGETHER with all water rights and irrigation ditches appurtenant thereto.

SUBJECT TO any and all reservations, easements and rights of way apparent or of record.

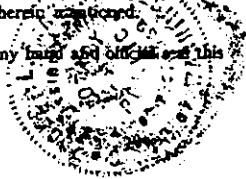
Dated this 9th day of February, 1967.

*[Signature: D. D. Schneely]* (SEAL)  
*[Signature: Stella Schneely]*

STATE OF WASHINGTON,  
County of Kittitas }

On this day personally appeared before me D. D. SCHNEELY and STELLA SCHNEELY,  
his wife,  
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of February, 1967.



*[Signature: Robert J. [Signature]]*  
Notary Public in and for the State of Washington,  
residing at Ellensburg.

OL 1 PAGE 311

WRITING DEAD

- - Display Property Record - -

Property ID : P304934 18-20-06000-0005 (Real Property)  
 Legal Description: ACRES 61.22, CD. 11188; SEC. 6; TWP. 18; RGE. 20 N1/2  
 SW1/4 NW1/4 OF LOT 5; SE1/4 NW1/4  
 Owner ID : 2647 Land Use : 083 61.22 Acres  
 ARNHART, DARRELL W. Neighborhood: NH  
 711 COOKE CANYON RD Year Built :  
 ELLENSBURG, WA 98926 Living Area :  
 Sale Date :  
 Sale Price :  
 Deed Type /#: 1&1/4  
 Situs : COOKE CANYON RD  
 ELLENSBURG, WA 98926  
 Levy Code : 022  
 Exemptions :  
 Mort.Lender: -  
 2001 Tax Status  
 Current Levied Taxes : 31.67  
 Special Assessments : 28.34  
 \*\*\* Unpaid Taxes \*\*\*  
 Enter 'D' to Display Property Change Data, 'L' to Display Full Legal,  
 or <RET> to Exit: \_

2001 Property Values

Buildings	\$	0 (+)
Land	\$	0 (+)
Land O/S Mkt	\$	33,940
Land O/S Use	\$	2,750 (+)
Total Assessed	\$	2,750 (=)
Exemptions	\$	0 (-)
Taxable	\$	2,750 (=)

STATE OF WASHINGTON

255835

## RIGHT OF WAY CONTRACT

341

Line No. 504-24  
 R/W No. 8-19-279  
 State Washington  
 County Kittitas  
 Rods \_\_\_\_\_  
 W.O. No. \_\_\_\_\_

For and in consideration of the sum of Ten (\$10.00) Dollars cash, the receipt of which is hereby acknowledged, and in addition thereto, an aggregate sum equal to One (\$1.00) Dollar per lineal rod of pipeline constructed under the

terms hereof, to be paid at the time and in the manner hereinafter set forth,

D. D. Schnebly and Stella Schnebly, his wife.

whose address is Route 3, Ellensburg, Washington

hereinafter referred to as Grantors, (whether one or more), do hereby grant and convey unto PACIFIC NORTHWEST PIPELINE CORPORATION, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace, alter or remove a pipeline or pipelines for the transportation of oil, gas and the products thereof, on, over and through the following described lands, which Grantors warrant that they are the owners in fee simple, situated in the County of \_\_\_\_\_

Kittitas ; State of Washington , to-wit:

The West half of the Northeast quarter ( $\frac{1}{2}$  of NE $\frac{1}{4}$ ); The Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$  of NW $\frac{1}{4}$ ); and South Half of the Northwest quarter (S $\frac{1}{2}$  of NW $\frac{1}{4}$ ); All in Section 6, Township 18 North, Range 20 E.W.M. Part of the East half of Section 31, Township 19 North, Range 20 E.W.M. in the County of Kittitas, State of Washington, which is described as follows: Beginning at the Southeast corner of said section; thence west on the south line of said section 1480 feet; thence north 4°58' west 3665 feet; thence north 26°30' east 1895 feet; thence east on the north line of said section to the north east corner; thence south on the east line of said section to the point of beginning.

Section 6 ; Township 18N , Range 20E , together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid; hereby releasing and waiving, as to Grantee, all rights under and by virtue of the homestead exemption laws of said state.

Grantee agrees that after it has completed its survey of the route for its pipeline and has established the route thereof and before pipeline construction is commenced, it will pay Grantors, in proportion to Grantors' respective interests, a total sum equivalent to One (\$1.00) Dollar per lineal rod of pipeline so surveyed and established.

Grantors shall have the right to use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree not to build, create or construct or to permit to be built, created or constructed any obstruction, building, engineering works, or other structures over or that would interfere with said pipeline or lines or Grantors' rights hereunder. Grantee hereby agrees to pay any damages which may arise to growing crops, pasturage, timber, fences or buildings of said Grantors from the exercise of the rights herein granted; said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantors, their successors, heirs or assigns, one to be appointed by the Grantee, its successors or assigns, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Should more than one pipeline be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as specified above, shall be paid for each such line laid.

It is agreed that the obligation of Grantee to make any payment hereunder shall be satisfied by delivery of such payment to any of the Grantors for the benefit of all Grantors.

Any pipeline constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation.

The Grantee shall have the right to assign this grant in whole or in part.

It is agreed that this grant covers all the agreements between the parties hereto and that no representations or statements, verbal or written, have been made, modifying or adding to or changing the terms of this agreement.

The interest of the Grantee in the property covered hereby is to be held by the Grantee subject to the lien of and in accordance with the provisions of the Mortgage and Deed of Trust dated as of October 1, 1933, from Pacific Northwest Pipeline Corporation to J. P. Morgan & Co., Inc., and Robert P. Howe, as Trustees.

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee, its successors and assigns until such first pipeline be constructed and so long thereafter as a pipeline is maintained thereon.

IN WITNESS whereof the Grantors herein have executed this conveyance this 9 day of June, 1936

WITNESSES:

C. C. Deardorff  
 C. C. Deardorff

D. D. Schnebly  
 D. D. Schnebly

Stella Schnebly  
 Stella Schnebly

Stella Schnebly  
 Stella Schnebly

4

342 97

SINGLE ACKNOWLEDGMENT

STATE OF WASHINGTON

County of \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn personally appeared \_\_\_\_\_ to me known to be the individual — described in and who executed the foregoing instrument, and acknowledged to me that — he — signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_

JOINT ACKNOWLEDGMENT

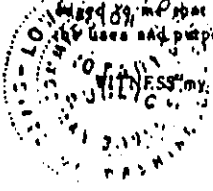
STATE OF WASHINGTON

County of Kittitas ss.

On this 10th day of JANUARY, A. D. 19 58, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared D. D. Schnebly and Stella Schnebly his wife, to me known to be the individual — described in and who executed the foregoing instrument, and acknowledged to me that — they — signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]  
Notary Public in and for the State of Washington  
residing at Ellensburg, Washington



172

FEB 21 4 25 PM '58

RIGHT OF WAY CONTRACT

FROM

Stella Schnebly

TO

PACIFIC NORTHWEST PIPELINE CORPORATION

STATE OF WASHINGTON

COUNTY OF Kittitas

I hereby certify that the within instrument was filed

for record on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly recorded in

Volume 97 of Rec'd

at Page \_\_\_\_\_ and examined.

W. W. [Signature]

[Signature]

[Signature]

FILE 11  
NOTARY PUBLIC, INC.  
P. O. BOX 1012  
SALT LAKE CITY, UTAH

JOINT ACKNOWLEDGMENT

STATE OF WASHINGTON

County of \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn personally appeared \_\_\_\_\_ and \_\_\_\_\_ his wife, to me known to be the individual — described in and who executed the foregoing instrument, and acknowledged to me that — he — signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_

310541

Tract No. V-MV-40 and  
V-MV-AR-29-1

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

2772

The GRANTOR, herein so styled whether one or more, D. D. SCHNEEBLY AND STELLA SCHNEEBLY,  
husband and wife,

Filed for Record  
Date FEB 13 1964  
By MCTC  
Marion Carter, Kittitas County Auditor

for and in consideration of the sum of - THREE HUNDRED TWENTY-FIVE -  
Dollars (\$325.00),  
in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants,  
bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and  
right to enter and erect, maintain, repair, rebuild, operate, and patrol 1 or more line(s) of electric power trans-  
mission structures and appurtenant signal lines, including the right to erect such poles, transmission structures,  
wires, cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described  
parcel of land in the County of Kittitas, in the State of Washington, to-wit:

A strip of land 275 feet in width, over and across the S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ ,  
SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ , and Government Lot 5 of Section 6, Township 18  
North, Range 20 East, Willamette Meridian, Kittitas County, Washington.  
The boundaries of said strip are 75 feet distant northerly from 200 feet  
distant southerly from, and parallel with the survey line for the Vantage  
to Maple Valley No. 1 transmission line, as now located and staked on  
the ground over, across, upon, or adjacent to the above-described property.  
Said survey line is particularly described as:

Beginning at a point in the east line of Section 6, Township 18  
North, Range 20 East, Willamette Meridian, N. 0°49'30" W. 750.6 feet  
from the southeast corner of said section, which point is designated  
as survey station 1529+83.0; thence N. 57°22'10" W. 3476.7 feet to a  
point in the east-west quarter section line of said Section 6, S. 88°30'50"  
E. 2320.1 feet from the quarter section corner in the west line of said  
section, which point is designated as survey station 1564+59.7;  
thence N. 57°22'10" W. 2759.2 feet to a point in the west line of said  
Section 6, N. 0°10'20" W. 1427.6 feet from the quarter section corner  
in said west line, which point is designated as survey station 1592+18.9;



FEB 20 1964

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2-13-64

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together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

The Grantor also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA, and its assigns, a permanent easement and right of way for the construction, operation and maintenance of a road approximately fourteen feet in width (with such additional widths as are necessary to provide for cuts, fills, and turnouts, and for curves at angle points) on, over, and across the land of the grantor in the SW 1/4 of Section 6, Township 18 North, Range 20 East, Willamette Meridian, Kittitas County, Washington,

for the following purposes, namely: the right to enter and to clear of timber, danger trees, and brush; to build, cut, fill, level, grade, drain, surface, maintain, repair and rebuild a road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over, and across the land embraced within said right of way, as shown colored in red on drawing Serial No. 116029, prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto and by this reference, made a part hereof.

Grantor reserves the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the road by the United States of America, its employees, contractors, agents or assigns.

It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, agents or assigns, the UNITED STATES OF AMERICA or its assigns will, subject to availability of appropriations, repair such damage.

It is further understood and agreed that Grantor may erect or maintain fences across said road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the rights of way on June 5, 1963, shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 17th day of February, 1964.

D. D. Schnobly

Stella Schnobly

VOL 114 PAGE 468



STATE OF Washington  
COUNTY OF Kittitas ) ss:

On the 14th day of February, 1964, personally came before me, a notary public in and for said County and State, the within-named D. D. SCHNEELY AND STELLA SCHNEELY, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



J. Jochims  
Notary Public in and for the  
State of Washington  
Residing at Vancouver  
My commission expires: 3/1/65

STATE OF )  
COUNTY OF ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally came before me, a notary public in and for said County and State, the within-named \_\_\_\_\_

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the  
State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF )  
COUNTY OF ) ss:

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_, records of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_ Deputy.

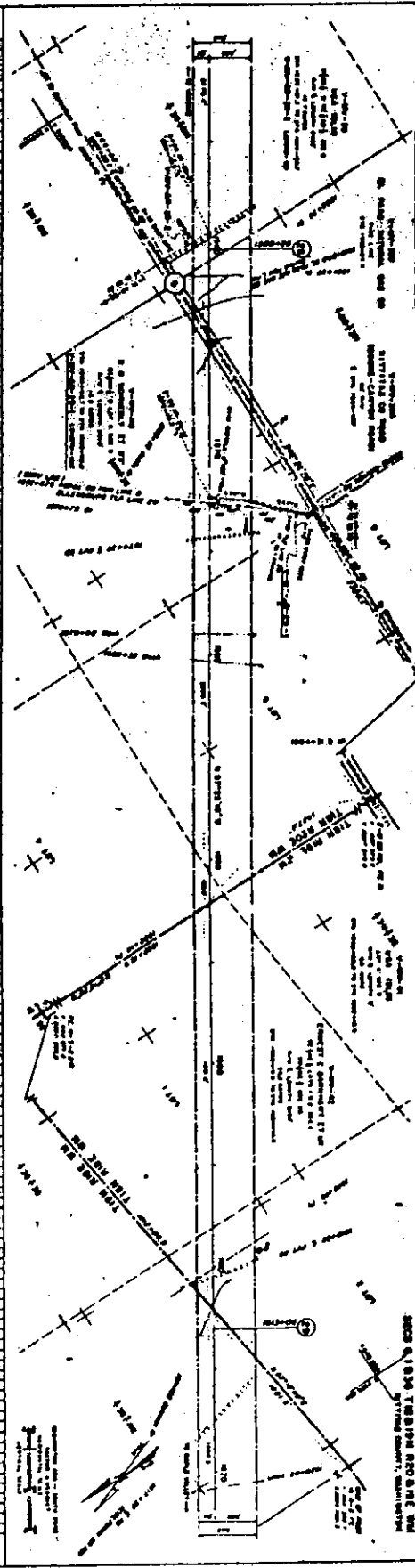
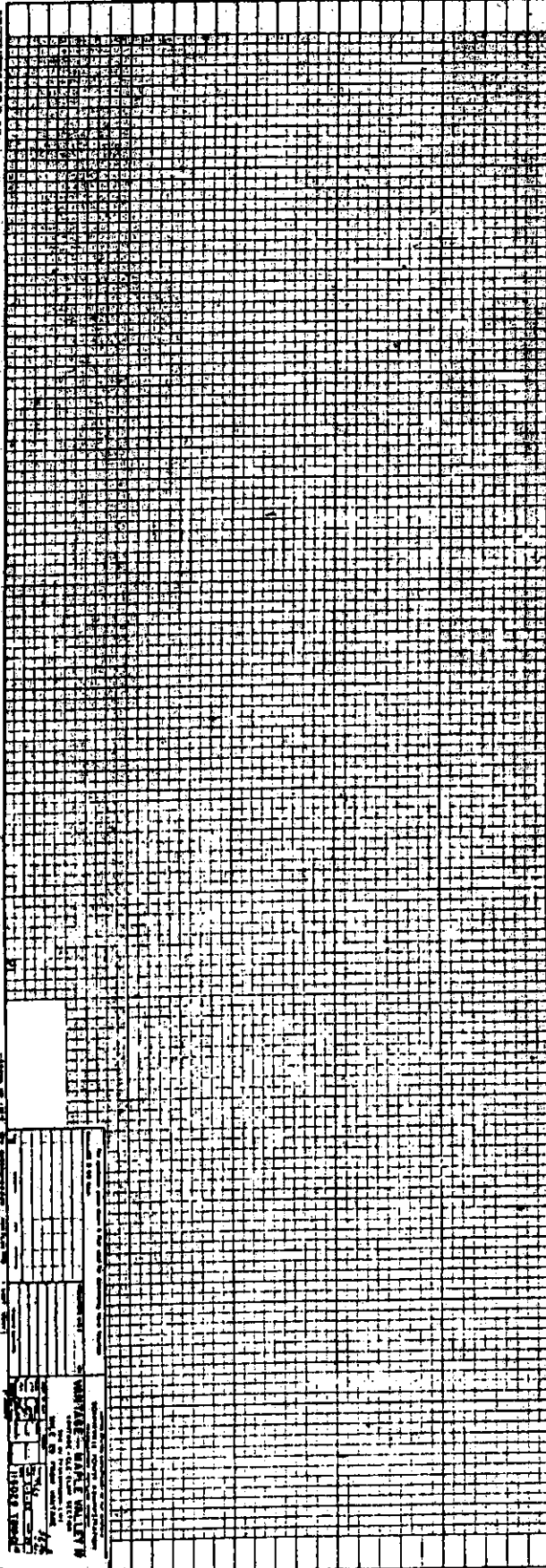
After recording, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. ~~XXXX~~ 3621  
PORTLAND 8, OREGON

FEB 20 1964 2/3/63

BPA 177  
Rev. 9-2-61

VOL 114 PAGE 469



FEB 20 1964 1963

6-18-20

W 3-4-38124  
EX 31-36

315464

Date Sept 2, 19 64

The undersigned, D.D. SCHNEBLY + ESTELLA B. SCHNEBLY HIS WIFE,  
grants to PUGET SOUND POWER & LIGHT COMPANY, the right to install, maintain, replace, remove and use an electric  
line, including all necessary poles, anchors, wires and fixtures, and to keep this line free of interference from trees or other  
growth on the following property situated in the County of Kittitas, State of Washington:

The East 1/2 of the Northwest 1/4, and the Northwest 1/4  
of the Northeast 1/4 of Section 6, Township 18 North,  
Range 20 East, W.M.


Filed for Record  
Date 9-14-64 at 2:52 P.M.  
By Light Signed  
Marion Darter, Kittitas County Auditor

constructed  
The center line of said electric line to be located as now stated across said property or as may be relocated  
or extended by mutual consent.

The Company shall have access for the purposes stated and shall be responsible for damage caused by negligence of  
the Company. These terms shall be binding upon the successors and assigns of the respective parties.

D.D. Schnebly  
Estella B. Schnebly  
Witness

STATE OF WASHINGTON }  
COUNTY OF KITTITAS }

I, E. McCann, Notary Public in and for the State of Washington, do hereby certify that D.D. SCHNEBLY + ESTELLA B. SCHNEBLY  
personally appeared before me, D.D. SCHNEBLY + ESTELLA B. SCHNEBLY, and acknowledged that  
they executed the within and foregoing instrument, and acknowledged that  
they executed the same free and voluntary act and deed for the uses and purposes therein mentioned.  
I and official seal this 2nd day of SEPTEMBER, 19 64.  
E. McCann  
Notary Public in and for the State of Washington,  
residing at Paston

STATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, the undersigned, personally appeared  
\_\_\_\_\_ and \_\_\_\_\_  
to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_

\_\_\_\_\_ the corporation that executed  
the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation,  
for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ authorized to execute the said instrument  
and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

EASEMENT-PERMIT  
4784 VS 1-62  
L-73-11

SEP 17 1964

9-14-64

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6



REPORT-ID: BIATSR  
REQUESTOR: MKH

BUREAU OF INDIAN AFFAIRS TITLE STATUS REPORT  
TITLE INTERESTS HELD IN FEE OR TRUST

DATE: 05/31/2001 PAGE: 1

TRACT ID	RES PFX NUMBER SFX	TITLE PLANT	STATE	MERIDIAN	RESERVATION NAME	NE QTR	NW QTR	SW QTR	SE QTR	SECTION	CUM. SECTION	DATE OF LAST EXAMINATION / VERIFICATION	RESOURCES	BOTH	05/29/2001	LAND DESCRIPTION NOTES	
154 S	18811	PORTLAND	WA	WM	YAKIMA PUBLIC DOMAIN	N N S S N N S S N N S S	N N S S N N S S N N S S	E W W E E W W E E W W E	E W W E E W W E E W W E	ACRES	ACRES					NUM	REMARK OR EXPLANATION
06	018	N	020	E	KITTITAS	...	X	...	X	X	X		160.000	160.000	160.000		

TOTAL TRACT ACRES: 160.000 160.000

OWNER	RES NUMB/DOB	TYP	INT	TYP	M	DOCUMENT NUMBER	NAME IN WHICH ACQUIRED (SURNAME/FIRST NAME)	FRACTION OF TRACT (+/-) AS ACQUIRED	AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
124	U5152	A	T	A	01	374---	PETERS	0	1728	0.0000000000
124	U1273	I	T	A	12	CI B1546A971	ARQUETTE	1	216	0.1250000000
124	U2573	I	T	A	11	IT S111N999	BILL	8	45	0.0260416666
124	U2629	I	T	A	12	CI B1546A971	ALIEN	1	216	0.1250000000
124	U2630	I	T	A	12	CI B1546A971	LEWIS	8	216	0.1250000000
124	U2631	I	T	A	12	CI B1546A971	THOMPSON	1	216	0.1250000000
124	U275	I	T	A	12	CI E 21965	BYLL	8	216	0.1250000000
124	U3820	I	T	A	12	CI E 21965	BILL	1	216	0.1250000000
124	U4864	I	T	A	11	IT S1196N998	ISADORE	8	216	0.1250000000
124	U5221	I	T	A	11	IT S1196N998	ISADORE	5	30	0.0173611111
124	U5496	I	T	A	11	IT F0171L986	BUCK	288	30	0.0173611111
124	U5496	I	T	A	11	IT F0171L986	WILMA BILL	288	18	0.0104166666

REPORT CONTINUED

REPORT-ID: BIATSR  
REQUESTOR: MKH

**BUREAU OF INDIAN AFFAIRS TITLE STATUS REPORT  
TITLE INTERESTS HELD IN FEE OR TRUST**

DATE: 05/31/2001 PAGE: 2

TRACT ID  
RES PFX NUMBER SFX  
154 S 18811

TITLE	STATE	MERIDIAN	RESERVATION NAME
PLANT	WA	WM	YAKIMA PUBLIC DOMAIN
PORTLAND			

RESOURCES	DATE OF LAST	EXAMINATION / VERIFICATION
BOTH		05/29/2001

RES NUMB/DOB	OWNER	DOCUMENT	NAME IN WHICH ACQUIRED
TYP OT	TYP M	NUMBER	(SURNAME/FIRST NAME)

AGGREGATE SHARE CONVERTED TO LCD	AGGREGATE DECIMAL
100	100
90	90
80	80
70	70
60	60
50	50
40	40
30	30
20	20
10	10
0	0

124 U6914 Y T A 11 IT SALLIN999 BILL  
06/11/1966 CARL

124 U6945 I T A 11 IT SA196N998 ROBINSON  
02/10/1966 NANETTE

124 U7135 I T A 11 IT SALLIN999 BILL  
01/12/1968 BESSIE

124 U7723 I T A 11 IT SALLIN999 BYLL  
04/24/1971 GAILFEN

124 U7808 I T A 11 IT SA196N998 ISADORE DONALD JR  
12/25/1971

124 U7930 I T A 11 IT SALLIN999 BILL  
09/06/1973 GASTON

124 U7940 I T A 11 IT SA196N998 ISADORE  
08/16/1973 IVAN

124 U9130 I T A 11 IT SALLIN999 BILL  
09/28/1981 VALETTA

124 3569 Y T A 11 IT B 188966 POPKIAWAHNEE  
LUCY - ESTATE OF

145 U3101 I T A 11 IT PO171L986 BILL  
11/22/1956 LESLIE

**IN TRUST:**

1728  
1728 1.0000000000

**IN FEB:**

0  
1728 0.0000000000

**TOTAL:**

1728  
1728 1.0000000000

**REPORT CONTINUED**

REPORT-ID: BIATSR  
REQUESTOR: MKH

BUREAU OF INDIAN AFFAIRS TITLE STATUS REPORT  
TITLE INTERESTS HELD IN FEE OR TRUST

DATE: 05/31/2001 PAGE: 3

TRACT ID  
RES PFX NUMBER SFX  
154 S 18811  
TITLE  
PLANT  
PORTLAND  
STATE  
WA  
MERIDIAN  
RESERVATION NAME  
YAKIMA PUBLIC DOMAIN  
NO SPECIAL INTERESTS SEPARATELY RECORDED

RESOURCES EXAMINATION / VERIFICATION  
BOTH 05/29/2001

\*\*\*

TITLE IS SUBJECT TO THE FOLLOWING ENCUMBRANCES AND NOTES:

NATURE OF ENCUMBRANCE	ENCUMBRANCE HOLDER	EXPIRATION DATE	DOCUMENT TYP MOD NUMBER	LINE	DESCRIPTION/EXPLANATION TEXT
UNSPECIFIED	-----	UNDATED	11 MO E 188966	01	THE INTEREST OF LUCY
				02	POPKAWANNEE (LUCY BILLY
				03	UMTUCH) 124-3569, IS
				04	HELD IN AN ESTATE STATUS
				05	PENDING MODIFICATION
				06	FROM THE ADMINISTRATIVE
				07	LAW JUDGE TO CORRECT
				08	FRACTIONAL INTEREST.
RIGHTS OF WAY	BORNEVILLE POWER ADMIN	05/28/2014	13 EL 477---	01	R/W FOR TRANSMISSION LINE
				02	275 FEET IN WIDTH, AND
				03	ACCESS ROAD 20 FEET IN
				04	WIDTH, APPROVED 10-16-64,
				05	FOR A TERM OF 50 YEARS
				06	FROM 5-29-64, PURSUANT TO
				07	THE ACT OF 2-5-48 (62
				08	STAT. 17).
DITCHES, CANALS	U.S.	UNDATED	01 MO 374---	01	R/W FOR DITCHES OR CANALS
				02	CONSTRUCTED BY THE AUTH-
				03	ORITY OF THE U.S. PURSU-
				04	ANT TO THE PROVISIONS OF
				05	THE ACT OF 8-30-1890 (26
				06	STAT. 391).
RIGHTS OF WAY	NW PIPELINE CORPORATION	07/23/2016	13 MO 837---	01	R/W FOR RENEWAL OF BURIED
				02	GAS PIPELINE (24") OVER,
				03	ACROSS NESW, FOR TERM OF
				04	20 YEARS FOR PURPOSE TO
				05	MAINTAIN AND OPERATE FOR
				06	TRANSPORTATION OF NATURAL
				07	GAS, PURSUANT TO THE ACT
				08	OF 2/5/48 (62 STAT. 17).
				09	APPROVED 12/18/46.

REPORT CONTINUED

REPORT-ID: BIATSR  
REQUESTOR: MKH

BUREAU OF INDIAN AFFAIRS TITLE STATUS REPORT  
TITLE INTERESTS HELD IN FEE OR TRUST

DATE: 05/31/2001 PAGE: 4

TRACT ID  
RES PFX NUMBER SFX  
154 S 18811

TITLE  
PLANT  
STATE WA  
RESERVATION NAME  
YAKIMA PUBLIC DOMAIN

RESOURCES  
BOTH  
DATE OF LAST  
EXAMINATION / VERIFICATION  
05/29/2001

\*\*\*

TITLE IS SUBJECT TO THE FOLLOWING ENCUMBRANCES AND NOTES:

NATURE OF ENCUMBRANCE	ENCUMBRANCE HOLDER	EXPIRATION DATE	DOCUMENT TYP MOD NUMBER	DESCRIPTION/EXPLANATION	
				LINE	TEXT
ORIGINAL ALLOTTEE	-----	UNDATED	26 MO	---9090	01 THE INTEREST IDENTIFIED 02 BY 0/1 IN THE AS ACQUIRED 03 COLDMAN DESIGNATES THE 04 ORIGINAL ALLOTTEE FOR 05 THIS ALLOTMENT.

AS OF THE 29TH DAY OF MAY, 2001, AT 8:00 O'CLOCK A.M., THE FOREGOING CONSISTING OF 4 PAGES, IS A TRUE AND CORRECT REPORT OF THE STATUS OF THE TITLE TO THE REAL ESTATE DESCRIBED HEREIN ACCORDING TO AN EXAMINATION OF THE OFFICIAL LAND RECORDS MAINTAINED IN THIS OFFICE.

THIS REPORT DOES NOT COVER ENCROACHMENTS, OR QUESTIONS OF LOCATION, BOUNDARY AND AREA, WHICH AN ACCURATE SURVEY MAY DISCLOSE; RIGHTS OR CLAIMS OF PARTIES IN POSSESSION, OR CLAIMING TO BE IN POSSESSION; EASEMENTS, LIENS, RIGHTS OR ENCUMBRANCES, INCLUDING BUT NOT LIMITED TO IRRIGATION CHARGES, UNPAID CLAIMS, LEASES AND PERMITS, WHICH ARE NOT FILED FOR RECORD IN THIS OFFICE; ANY OTHER RIGHTS WHICH MIGHT BE DISCLOSED FROM A PHYSICAL INSPECTION OF THE PREMISES.

EXAMINED BY  
*[Signature]*

*[Signature]*  
MANAGER, LAND TITLES AND RECORDS OFFICE  
PORTLAND, OREGON

END OF REPORT



COMMITMENT FOR TITLE

Project Schultz-Henrich  
 Owner Cole Coleman LLC  
 PO# 2700  
 Policy# 2089091  
 Initials JH  
 Rec'd 11/20/01

# CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue; whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

issued by:  
 AMERITITLE  
 P.O. BOX 617  
 101 WEST 5TH AVENUE  
 ELLENSBURG, WA 98926  
 (509) 925-1477

CHICAGO TITLE INSURANCE COMPANY

By:

*Robert A. St. E.*

President

By:

*Barry*

Secretary

*Brynd Ceyt*  
 \_\_\_\_\_  
 Authorized Signature



## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured where are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## EXCLUSIONS

**NOTE: THE FORM OF POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.**

The Exclusions from Coverage referred to in Paragraph 3 of the Conditions and Stipulations are as follows:

### ALTA OWNER'S POLICY FORM 10-17-92

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**EXCLUSIONS (Cont'd.)**

4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**ALTA LOAN POLICY FORM (10-17-92)**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## COMMITMENT FOR TITLE INSURANCE

Prepared for:  
Bonneville Power Administration

Inquiries should be made to:  
AMERITITLE  
P. O. Box 617  
101 West 5th Avenue  
Ellensburg WA 98926  
(509)925-1477 / FAX (509)962-3111

### SCHEDULE A

File No.: 0089091

Your Reference No.: Cooke-Coleman / BPA  
BPA PC # 2970C

1. Effective Date: October 10, 2001, at 8:00 a.m.

2. Policy or Policies to be issued:

A. ☒ ALTA U.S. Owner's Policy - (9-28-91)  
☒ Standard ☐ Extended  
Proposed Insured:

Amount: \$ 20,000.00  
Premium: \$ 220.00  
Tax: \$ EXEMPT

U.S. DEPARTMENT OF ENERGY; BONNEVILLE POWER ADMINISTRATION

3. The estate or interest in the land which is covered by this Commitment is:

FEE SIMPLE ESTATE

4. Title to the estate or interest in the land is at the effective date hereof vested in:

COOKE-COLEMAN LLC, A WASHINGTON LIMITED LIABILITY COMPANY

5. The land referred to in this Commitment is described as follows:

As fully set forth on attached.

## **SCHEDULE A (Continued)**

Order No.: 0089091

**Legal Description:**

Parcels A, D and F, as described and/or delineated on that certain Survey as recorded May 3, 1999, in Book 24 of Surveys, pages 68 and 69, under Auditor's File No. 199905030046, records of Kittitas County, Washington; being a portion of the South Half of Section 6, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.

AND

Government Lots 6 and 7, Section 6, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington; EXCEPT rights-of-way for Coleman Creek Road and Cooke Canyon Road along the North and East boundaries of said premises.

**END OF SCHEDULE A**

## SCHEDULE B

File No.: 0089091

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### GENERAL EXCEPTIONS:

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

### SPECIAL EXCEPTIONS:

1. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to County Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Continuation of this classification requires:

- a) that all Grantees sign the Notice of Continuance Section on Excise Tax Affidavit;
- b) compliance with revised policy effective July 15, 1994, which requires that a five year Farm Land Management Plan from the new owner, together with the legal description, be submitted to the Kittitas County Assessor's office in advance (fifteen (15) days) of closing/recording;
- c) if the sale is for under 20 acres, income history must be provided to the Kittitas County Assessor's Office to meet mandated requirements for three out of five past years.

Any questions regarding these requirements should be directed to the Kittitas County Assessor's Office (509)962-7501.

CONTINUED

## SCHEDULE B (Continued)

File No.: 0089091

2. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267, no search having been made therefor.

To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.

3. An easement for a ditch, as appropriated by N.J. Bailes and K. Bailes by Notice of Water Ditch filed June 14, 1883, and recorded in Book "A" of Water Rights, at page 18, certifying that said claimants have constructed a ditch taken from Cooke Creek, beginning at the North line of Section 6, Township 18 North, Range 20 East, W.M., and running in a Southwesterly direction to the North line of Section 12, Township 18 North, Range 19 East, W.M..

4. An easement for a ditch, as appropriated by S.S. Cox and A.J. Bailes by Notice of Water Right dated June 5, 1884, and recorded in Book "A" of Water Rights, at page 45, claiming waters of Coleman Creek, to be conveyed through a ditch having been constructed. Said notice also claims the right to construct and use all ditches necessary to convey the water claimed upon the lands of claimants.

5. An easement for irrigation ditches across said lands as appropriated by Mrs. S.E. Cooke by Statement of Claim of Water Right in Cooke Creek filed in the Office of the Clerk, Kittitas County, Washington on May 23, 1890.

6. An easement for irrigation ditch, as disclosed by certificate of water right from the State of Washington to Rufus Cooke, Executor of the Estate of Susan E. Cook, deceased, with point of diversion in the Southwest 1/4 of Section 6, Township 18 North, Range 20 East, W.M. Said certificate was filed for record July 13, 1926, and recorded in Book 43 of Deeds, at page 468, under Auditor's File No. 82590.

7. Amendatory Contract, governing reclamation and irrigation matters;  
Parties : The United States of America and the Kittitas Reclamation District  
Dated : January 20, 1949  
Recorded : May 25, 1949, in Volume 82 of Deeds, page 69  
Auditor's File No. : 208267  
Affects : Said premises and other lands within the said irrigation district. Said contract governs construction, charges, protection of water rights, irrigation rights, obligations, responsibilities and all related matters.

8. An easement dated January 28, 1956, from Laurin T. Dawes and Edna Dawes, husband and wife, to Pacific Northwest Pipeline Corporation, a corporation filed for record February 21, 1956, and recorded in Book 97 of Deeds, page 339, under Auditor's File no. 255834, of the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace, alter or remove a pipeline or pipelines for the transportation of oil, gas and the products thereof, on, over and through the West 1/2 of the Southwest 1/4 of said Section 6, together with the right of ingress and egress for the purposes aforesaid.

CONTINUED

## SCHEDULE B (Continued)

File No.: 0089091

(SPECIAL EXCEPTION NO. 8 CONTINUED)

Said easement further provides as follows:

"Grantors agree not to build, create or construct or to permit to be built, created or constructed any obstructions, building, engineering works, or other structures over or that would interfere with said pipeline or lines or Grantee's rights hereunder."

9. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.  
(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph I in the general exceptions which are printed on Schedule B herein.

The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies.

- ~~10.~~ Matters disclosed/delineated on Survey recorded May 3, 1999, in Book 24 of Surveys, pages 68 and 69, Auditor's File No. 199905030046, including but not limited to the following:
- a) Easement Q
  - b) Fence lines not located on boundary lines
  - c) Ditch
- ~~11.~~ Encroachment of fence onto said premises on the North and East, as disclosed by Survey, Book 24, pages 68 and 69, Auditor's File No. 199905030046.
- ~~12.~~ Right, title and interest of owner of land adjoining on the North and East as to that portion of said land between the fence and the property line, as disclosed by Survey, Book 24, pages 68 and 69, Auditor's File No. 199905030046.
13. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of Cooke Creek, if navigable.

CONTINUED



## SCHEDULE B (Continued)

File No.: 0089091

14. Any question that may arise due to shifting or change in the course of the creek herein named, or due to said creek having changed its course.  
Regarding: Cooke Creek.
15. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water, and the right of use, control, or regulation by the United States of America in exercise of power over navigation.
- ~~16.~~ Declaration of Protective Covenants, Conditions and Restrictions, recorded July 17, 2000, under Kittitas County Auditor's File No. 200007170042, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
- ~~17.~~ Declaration of Irrigation Water Use Agreement, and the terms and conditions thereof, executed by and between the parties herein named;  
By : Pacific Exchange Company, an Oregon corporation  
Dated : July 12, 2000  
Recorded : July 17, 2000  
Auditor's File No. : 200007170043
- ~~18.~~ DEED OF TRUST, and the terms and conditions thereof:  
Grantor : Gaylord M. Kellogg, a married man, as his sole and separate property  
Trustee : AmeriTitle  
Beneficiary : Arboretum Mortgage Corporation  
Amount : \$500,000.00, plus interest  
Dated : March 16, 2001  
Recorded : March 21, 2001  
Auditor's File No. : 200103210014  
Affects : Government Lots 6 and 7
- ~~✓~~ Assignment of said Deed of Trust;  
Assignee : Ohio Savings Bank  
Dated : March 16, 2001  
Recorded : March 21, 2001  
Auditor's File No. : 200103210015
- ~~19.~~ Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on October 3, 2001, under Kittitas County Auditor's File No. 200110030003.  
In favor of : Puget Sound Energy, Inc., a Washington Corporation  
For : One or more utility systems  
Affects : Undisclosed portion of Government Lots 6 and 7 and other lands

END OF SCHEDULE B

## SCHEDULE C

File No.: 0089091

### THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.
2. Evidence must be submitted that the named Limited Liability Company is a legal entity, as defined by statute. A copy of the Certificate of Formation and Operating Agreement must be submitted; we make no further commitment pending review of same.  
Entity : Cooke-Coleman LLC, a Washington Limited Liability Company

### END OF REQUIREMENTS

**NOTES:** The following matters will not be listed as Special Exceptions in Schedule B of the policy or policies to be issued. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy or policies to be issued:

1. Suggested abbreviated legal (for use when a standardized cover sheet is required for recording):  
Portion of Section 6, Township 18 N, Range 20 E, W.M.
2. General taxes and assessments for the year 2001 have been paid.  
Amount : \$0.92  
Tax Parcel No. : 18.20.06000.0016 (R405034)  
Affects : Parcel A  
  
General taxes and assessments for the year 2001 have been paid.  
Amount : \$10.48  
Tax Parcel No. : 18.20.06000.0017 (R14555)  
Affects : Parcel D  
  
General taxes and assessments for the year 2001 have been paid.  
Amount : \$4.95  
Tax Parcel No. : 18.20.06000.0018 (R14556)  
Affects : Parcel F  
  
General taxes and assessments for the year 2001 have been paid.  
Amount : \$90.53  
Tax Parcel No. : 18.20.06000.0010 (R345034)  
Affects : Government Lots 6 and 7
3. The following endorsements will be attached to the policy when issued: NONE  
  
No other endorsement will be issued unless requested of and agreed to in writing by the Company prior to closing.

CONTINUED

## **SCHEDULE C (Continued)**

File No.: 0089091

4. In the event this transaction fails to close and this commitment is canceled, a minimum cancellation fee of \$53.85 will be charged to comply with the State Insurance Code and the filed schedule of this Company.

**END OF NOTES**

**END OF SCHEDULE C**

BC/bj

1cc: Bonneville Power Administration  
Attn: Ellen Camp  
TR/TPP-4  
P.O. Box 61409  
Vancouver, WA 98666-1409



In Response to the Gramm – Leach – Bliley Act Effective 7/1/2001

## PRIVACY POLICY

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies may include financial service providers, exchange companies, other title insurance companies, escrow collection companies, foreclosure companies, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

# **Chicago Title Insurance Company**

## **Fidelity National Financial Group of Companies' Privacy Statement**

**July 1, 2001**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

**In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

### **Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

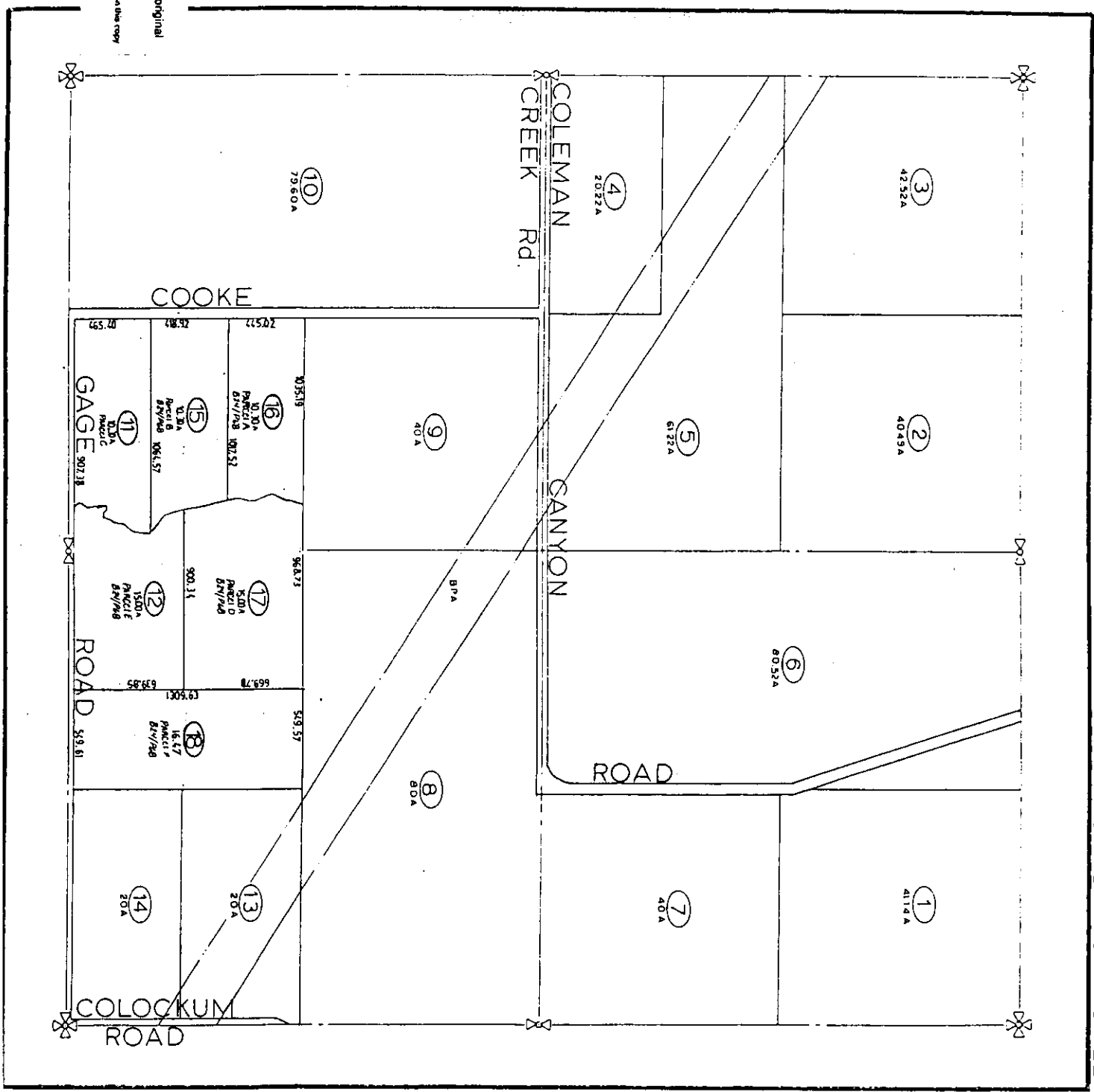
One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

### **Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

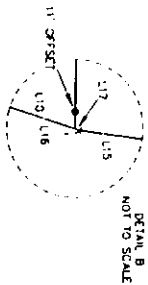
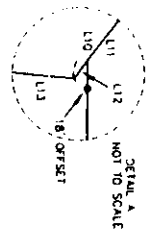
Privacy Compliance Officer  
Fidelity National Financial, Inc.  
4050 Calle Real, Suite 220  
Santa Barbara, CA 93110



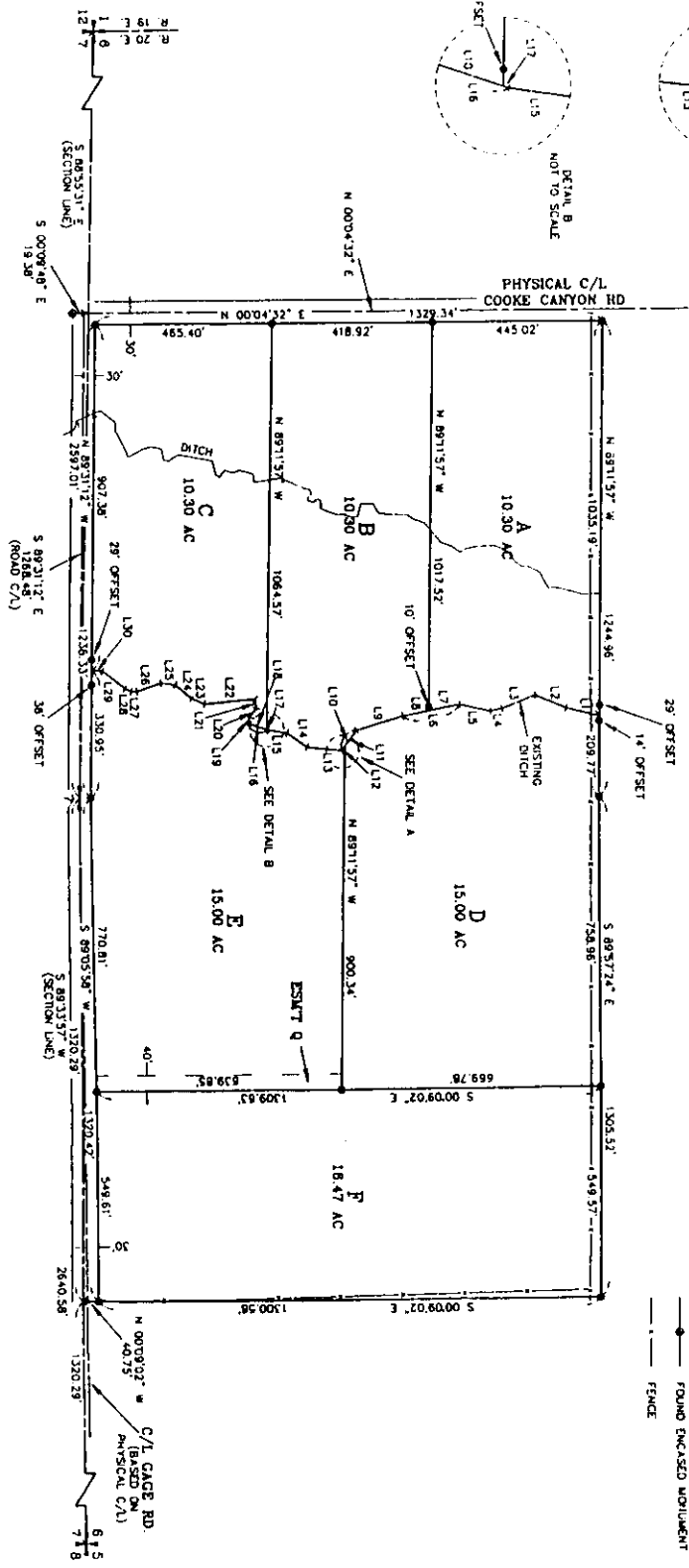
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PART OF THE SOUTH HALF OF SECTION 6,  
TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M.



- LEGEND
- SET 5/8" REBAR W/ YELLOW CAP - CRUSE 18078
  - SET NAIL & WASHER
  - FOUND PIN & CAP
  - FOUND ENCASED MONUMENT
  - FENCE



LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L1	S 40° 12' W	80.81	L17	S 18° 33' 17" W	33.70
L2	S 27° 19' 42" W	86.70	L18	S 18° 33' 17" W	33.70
L3	S 21° 50' 56" E	93.33	L19	S 18° 33' 17" W	33.70
L4	S 11° 00' 57" E	30.49	L20	N 77° 47' 34" W	52.07
L5	S 12° 52' 14" W	82.02	L21	N 89° 17' 37" W	1064.37
L6	S 11° 00' 57" E	30.49	L22	N 89° 17' 37" W	1064.37
L7	S 11° 00' 57" E	30.49	L23	N 89° 17' 37" W	1064.37
L8	S 11° 00' 57" E	30.49	L24	N 89° 17' 37" W	1064.37
L9	S 11° 00' 57" E	30.49	L25	N 89° 17' 37" W	1064.37
L10	S 11° 00' 57" E	30.49	L26	N 89° 17' 37" W	1064.37
L11	S 11° 00' 57" E	30.49	L27	N 89° 17' 37" W	1064.37
L12	S 11° 00' 57" E	30.49	L28	N 89° 17' 37" W	1064.37
L13	S 11° 00' 57" E	30.49	L29	N 89° 17' 37" W	1064.37
L14	S 11° 00' 57" E	30.49	L30	N 89° 17' 37" W	1064.37
L15	S 11° 00' 57" E	30.49	L31	N 89° 17' 37" W	1064.37
L16	S 11° 00' 57" E	30.49	L32	N 89° 17' 37" W	1064.37

SHEET 1 OF 2

**CRUSE & NELSON**  
PROFESSIONAL LAND SURVEYORS  
217 East Fourth Street  
Ellensburg, WA 98826 (509) 825-4747

DATE MAY 3, 1999

**CRUSE & NELSON**  
PROFESSIONAL LAND SURVEYORS  
217 East Fourth Street  
Ellensburg, WA 98826 (509) 825-4747

24/68-69

199905030046

For File of Desc

# PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M.

LEGAL DESCRIPTIONS

ORIGINAL PARCELS - A.P.N. 580146 AND 580144

PARCEL A

PARCEL A OF THAT CERTAIN SURVEY AS RECORDED MAY 3, 1989, IN BOOK 24 OF SURVEYS AT PAGES 66-67, UNDER AUDITOR'S FILE NO. 19890503, J.C.A., RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL B

PARCEL B OF THAT CERTAIN SURVEY AS RECORDED MAY 3, 1989, IN BOOK 24 OF SURVEYS AT PAGES 66-67, UNDER AUDITOR'S FILE NO. 19890503, J.C.A., RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL C

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PARCEL D

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PARCEL E

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PARCEL F

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PARCEL H

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PARCEL I

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PARCEL J

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PARCEL N

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PARCEL O

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PARCEL P

PARCEL P OF THAT CERTAIN SURVEY AS RECORDED MAY 3, 1989, IN BOOK 24 OF SURVEYS AT PAGES 66-67, UNDER AUDITOR'S FILE NO. 19890503, J.C.A., RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

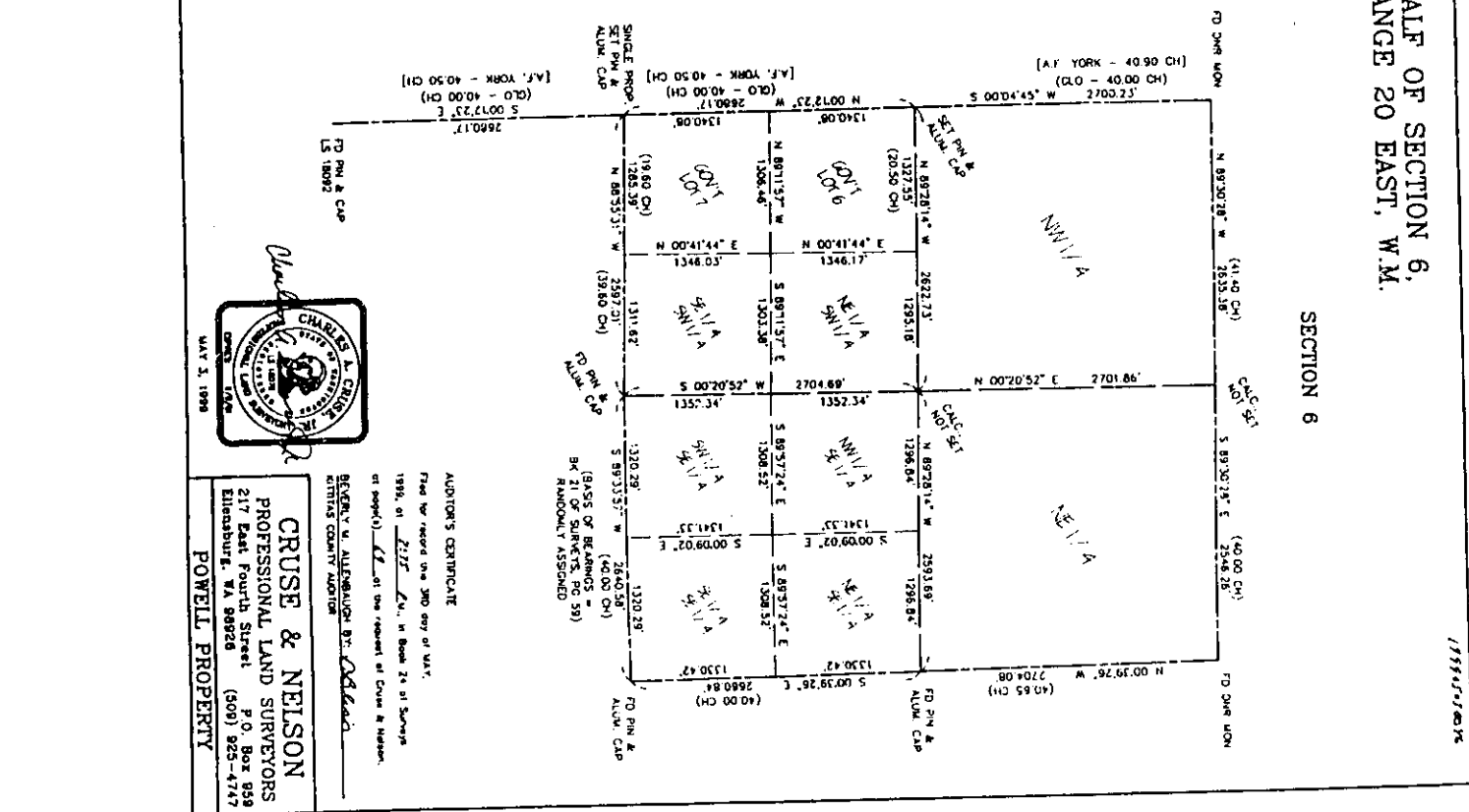
PARCEL Q

PARCEL Q OF THAT CERTAIN SURVEY AS RECORDED MAY 3, 1989, IN BOOK 24 OF SURVEYS AT PAGES 66-67, UNDER AUDITOR'S FILE NO. 19890503, J.C.A., RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

NOTES

1. THIS SURVEY WAS PERFORMED USING A TOPCON GTS-3C TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY CORNERS SHOWN HEREON WERE LOCATED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVELSE IN EXCESS OF 110,000 FEET. A FIELD CLOSURE AFTER ADJUSTMENT ADJUSTMENT.
2. THIS SURVEY MAY NOT SHOW ALL EASEMENTS OR IMPROVEMENTS WHICH MAY PERTAIN TO THIS PROPERTY.
3. OLD HISTORY
4. THE WEST AND NORTH BOUNDARIES OF SUBJECT SECTION 6 WERE SURVEYED BY G.D. CONTRACTOR EDWARD GOODINGS IN 1988. SECTION LINES WERE SURVEYED IN 1988 BY LEWIS BEACH. CORNERS WERE TYPICALLY CHAINED STAKE AND POST IN MOUND OF EARTH WITH PITS. NO ORIGINAL CORNERS WERE FOUND. CORNER EVIDENCE IS AS FOLLOWS: CORNERS WERE VISITED MARCH 1999.
5. 1/4 COR AND SE SECTION COR - FOUND 5/8" PIN AND ALUMINUM CAP SET FOR BOOK 21 OF SURVEYS, PAGE 59 AND DOCUMENTED THEREON.
6. NE COR AND E 1/4 COR - FOUND PIN AND CAP AT E 1/4 COR AND DNR MONUMENT AT THE NE COR, DOCUMENTED IN BOOK 21 OF SURVEYS, PAGE 9 AND 10. ALSO FOUND PIN AND CAP (LS 9823) 239.4 EASTWARD AS DESCRIBED IN THE ABOVE MENTIONED SURVEY.
7. N 1/4 COR - LOST; SHADE PROPORTIONED
8. NE SECTION COR - FOUND A DNR CONCRETE MONUMENT (LS 9808) SET AT A THREE-WAY FENCE INTERSECTION. SET FOR BOOK 4 OF SURVEYS, PAGE 31. THIS IS THE LOCATION SHOWN ON THE BPA PLANS DATED 1983.
9. W 1/4 COR - SET A PIN AND CAP IN THE MIDDLE OF AN EAST-WEST ROAD AT THE PROJECTED INTERSECTION OF A FENCE TO THE NORTH. THIS IS THE LOCATION SHOWN ON THE BPA PLANS DATED 1983.
10. SE SECTION COR - LOST; SET A PIN AND ALUMINUM CAP AT THE SHADE PROPORTIONED LOCATION.
11. W 1/4 COR SECTION 7 - FOUND PIN AND CAP AT AN EAST-WEST-NORTH FENCE INTERSECTION, WHICH FITS LINES OF OCCUPATION AND TITLE.
12. A.F. YORK, COUNTY SURVEYOR, RE-ESTABLISHED THE SECTION CORNERS ALONG THE WEST LINE OF SECTION 6 IN 1988. THE EASEMENTS SHOWN ON THIS TRAVELSE MATCH YORK'S MEASUREMENTS WITHIN THE TOLERANCES FOR PRE-1900 SURVEYS.
13. 4. THESE PARCELS ARE EXEMPT FROM THE KITTITAS COUNTY SUBDIVISION ORDINANCE UNDER CHAP. 18.04.020(X) AND (Y).

SHEET 2 OF 2



24/68-69

199905030046





Kittitas Co Auditor JEFF SLOTHOWER

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Page: 1 of 4  
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GCD 11.00

After recording return to:

JEFF SLOTHOWER  
Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.  
PO Box 1088  
Ellensburg, WA 98926

DOCUMENT TITLE: QUIT CLAIM DEED

GRANTOR: GAYLORD KELLOGG, a married man as his separate estate

GRANTEE: COOKE-COLEMAN LLC, a Washington Limited Liability Company

LEGAL DESCRIPTION: Ptn. of Section 6 and 7, Township 18 N, Range 20 EWM; Section 12, Township 18 N, Range 19 EWM, NE ¼; and Section 7, Township 18 N, Range 20 EWM, West ½ of the NW ¼; Section 1, Township 18 N, Range 19 EWM, SE ¼; and Section 6, Township 18 N, Range 20 EWM, Government Lots 6 and 7

ASSESSOR'S TAX PARCEL NO.: 18-19-12000-0001; 18-20-07000-0007; 18-19-01000-0004; 18-20-06000-0010; 18-20-07000-0022; 18-20-07000-0023; 18-20-07000-0025; 18-20-07000-0026; 18-20-07000-0027; 18-20-07000-0009; 18-20-07000-0019; 18-20-07000-0021; 18-20-07000-0017; 18-20-07000-0001; 18-20-07000-0020; 18-20-06000-0016; 18-20-06000-0015; 18-20-06000-0011; 18-20-06000-0017; 18-20-06000-0012; 18-20-06000-0018

### QUIT CLAIM DEED

THE GRANTOR, GAYLORD KELLOGG, a married man as his separate estate, for and in consideration of the formation of a Limited Liability Company conveys and quit claims unto COOKE-COLEMAN LLC, a Washington Limited Liability Company, the following described real estate, situated in the County of Kittitas, State of Washington, including any interest therein which grantor may hereafter acquire:

The Northeast Quarter of Section 12, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington; and

Real Estate Excise Tax  
Exempt

Kittitas County Treasurer

By

*Michael*  
7-24-01

Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.  
Attorneys at Law  
PO Box 1088/201 West 7<sup>th</sup> Avenue  
Ellensburg, WA 98926  
Fax (509) 967-8093  
Tel (509) 925-6916

*Verified*



200107240031  
 Page: 2 of 4  
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 QCD 11.00

Kittitas Co Auditor JEFF SLOTHOWER

The West Half of the Northwest Quarter of Section 7, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington; EXCEPT rights-of-way of Cooke Canyon Road along the East boundary and Gage Road along the North boundary thereof; and

The Southeast Quarter of Section 1, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington; and

Government Lots 6 and 7, Section 6, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington, EXCEPT rights-of-way for Coleman Creek Road and Cooke Canyon Road along the North and East boundaries of said premises.

Parcels 1,2,4,5,6,7,8,9,10,11 and 12, as described and/or delineated on that certain Survey as recorded June 5, 2000, in Book 25 of Surveys, pages 43,44,45 and 46, under Auditor's File No. 200006050036, records of Kittitas County, Washington; being a portion of Section 7, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington; and

Parcels A,B,C,D,E and F, as described and/or delineated on that certain Survey as recorded May 3, 1999, in Book 24 of Surveys, pages 68 and 69, under Auditor's File No. 199905030046, records of Kittitas County, Washington; being a portion of the South Half of Section 6, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington; and

Beginning at the northeast corner of the Southeast Quarter of said Section 7; thence South 89°49'03" West, along the north line of said Southeast Quarter section, 1,460.25 feet to the true point of beginning of said described line, which point is the northwest corner of the parcel described by instrument recorded January 27, 1900 in Book W of Deeds at page 450, records of Kittitas County; thence South 00°42'57" East, 598.12 feet to the southwest corner of said parcel; thence North 89°49'03" East, 5.85 feet, more or less, to the west line of the parcel described in the instrument recorded December 10, 1969 in Book 8 of Deeds, at page 581 under Auditor's File No. 358500, records of Kittitas County, which point is in an existing north-south fence line; thence South 00°52'57" East, along said west line and fence line 67.56 feet; thence North 83°53'34" West, 54.87 feet, more or less, to the east boundary of the parcel described by instrument recorded October 3, 1889, in Book J of Deeds, page 512, records of Kittitas County; thence North 00°10'57" West, along the said east boundary 659.65 feet, more or less, to the northeast corner thereof, which is on the north line of said Southeast Quarter section; thence North 89°49'03" East, along said north line 42.29 feet, more or less, to the true point of beginning of the said described line; and

Lathrop, Winbauer, Harrel, Slothower & Davidson L.L.P.  
 Attorneys at Law  
 PO Box 1088/201 West 7th Avenue  
 Ellensburg, WA 98926  
 Fax (509) 962-8099  
 Tel (509) 925-6916





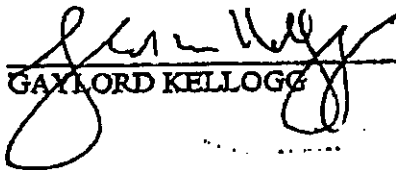
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Kittitas Co Auditor JEFF SLOTHOWER

That portion of the North Half of the Southeast Quarter of said Section 7; Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington, which is bounded by a line described as follows:

Beginning at the northeast corner of the Southeast Quarter of said Section 7; thence South  $89^{\circ}49'03''$  West, along the north line of said Southeast Quarter section, 1,460.25 feet, which point is the northwest corner of the parcel described by instrument recorded January 27, 1900 in Book W of Deeds, at page 450, records of Kittitas County; thence South  $00^{\circ}42'57''$  East, 593.12 feet to the southwest corner of said parcel; thence North  $89^{\circ}49'03''$  East, 5.85 feet, more or less, to the west line of the parcel described in the instrument recorded December 10, 1969, in Book 8 of Deeds at page 581 under Auditor's File No. 358500, records of Kittitas County, which pint is in an existing north-south fence line; thence South  $00^{\circ}52'57''$  East, along said west line and fence line 67.56 feet, which point is the true point of beginning of the said described line; thence North  $83^{\circ}53'34''$  West, 54.87 feet, more or less, to the east boundary of the parcel described by instrument recorded October 3, 1889 in Book J of Deeds, page 512, records of Kittitas County; thence South  $00^{\circ}10'57''$  East, along the said east boundary, 579.27 feet, more or less, to the intersection of said east boundary with an existing east-west fence line; thence North  $89^{\circ}37'00''$  East, along said fence line 62.76 feet, more or less, to the fence corner on the west line of the aforesaid parcel described in Book 8 of Deeds, page 581, thence North  $00^{\circ}52'57''$  West along said west line and fence line 673.09 feet, more or less, to the true point of beginning of the said described line.

Dated this 5<sup>th</sup> day of April, 2001.

  
GAYLORD KELLOGG

Lathrop, Winbauer, Harrel, Slothower & Dealson L.L.P.  
Attorneys at Law  
PO Box 1061/201 West 7<sup>th</sup> Avenue  
Ellensburg, WA 98926  
Fax (509) 962-8095  
Tel (509) 923-6916





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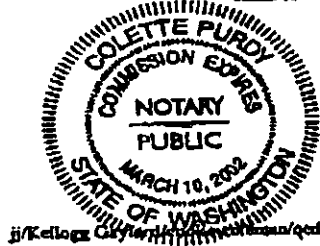
Kittitas Co Auditor JEFF SLOTHOWER

STATE OF WASHINGTON )

County of Kittitas ) ss.  
*King* )

I certify that I know or have satisfactory evidence that GAYLORD KELLOGG is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 5<sup>th</sup> day of April, 2001.



*Colette Purdy*  
Printed Name: COLETTE PURDY  
Notary Public in and for the State of Washington  
My commission expires: 3/10/02

Lothrop, Winbauer, Havel, Slothower & Denison L.L.P.  
Attorneys at Law  
PO Box 1088/201 West 7<sup>th</sup> Avenue  
Ellensburg, WA 98926  
Fax (509) 962-8093  
Tel (509) 925-6916

This 21th day of May 1883

James C. Stone.

Subscribed and sworn to before  
me this 27th day of May 1883

H. S. Thorpe  
Notary Public,  
Yadkin Co.  
N. C.

H. S. Thorpe  
Notary Public,

Filed for record June 12<sup>th</sup> 1883

and recorded June 13<sup>th</sup> 1883

S. J. Munson  
County Auditor.

H. J. Bailes } Water Ditch.  
H. Bailes }

This certifies that we  
the undersigned have constructed  
a ditch taken from Cooke Creek  
beginning at the North line of  
Section 6 Township 18 N. Range  
20 East running in a South West-  
erly direction across Bailes Desert  
Entry and connects with the  
Bailes and Coe Ditch on  
the North line of Section 12.

H. J. Bailes  
H. Bailes

Filed for record June 14<sup>th</sup> and  
recorded June 20<sup>th</sup> 1883.

S. J. Munson  
County Auditor



Territory of Washington } ss.  
County of Kittitas }

J. N. Spaulfield,  
being first duly sworn, on oath  
says, that he is one of the parties  
who executed and signed the above  
notice, that during the Spring of  
1884, he with others, constructed  
the ditch herein described, for  
the uses and purposes therein  
mentioned.

Subscribed and sworn to  
at Pines, before me this 29th  
day of May, 1884.  
A. Mires,  
Notary Public,  
Territory.

Filed for Record May 31st, 1884,  
at 4 O'clock, P.M., and Recorded June  
9th, 1884.

W. H. Peterson,  
County Auditor.

S. D. Cox  
A. J. Bailis } Water Right. ★

To all whom this may  
concern;  
Notice is hereby given, that  
the undersigned having some time  
since located and constructed a water  
Ditch for irrigating and domestic  
purposes, which said ditch has been  
in actual use since construction,  
therefore notice is hereby given  
that no claim on the Howard  
Owners' sides of the waters of  
Coleman Creek, the same to be  
conveyed, as heretofore, through their

★

ditch as above said, said ditch having been located as follows to wit;

Beginning in Coleman Creek near the center of the South East quarter of Section one, Township 18 N., Range 19 E.; thence running in a South Easterly direction till it intersects the County Road at or near the North East corner of Mr. Hulton's land claim, recently transferred to said Hulton by Keithley Bales; thence due South, along the west side of said road till it strikes the North line of the claim of S. S. Cox, west of and near to the South West corner of the Ranch owned by and resided upon, by C. P. Cooke

We also claim the right to construct and use all ditches necessary to convey the water hereby claimed, upon our lands in such manner as will best irrigate the same

Dated this 5th day of June, 1884

S. S. Cox } Locators and owners

A. J. Bales } of said ditch.

Filed for Record June 6th 1884  
at 9 O'clock A.M. and Recorded  
June 9th, 1884.

J. H. Peterson,  
County Auditor.

Abstract No. ....

Mrs. S. E. Cooke,

-to-

The Public.

STATEMENT OF CLAIM OF WATER  
RIGHT IN COOKE CREEK.

Dated----

Filed May 23, 1890 in the Office  
of the County Clerk.

Mrs. S. E. Cooke, being first duly sworn according to law, on her oath states:

In the Spring of 1870 my husband, C. P. Cooke, now deceased constructed a ditch and conducted the water through the same onto his Homestead Claim, to-wit: The

$E\frac{1}{2}NW\frac{1}{4}$  and  $W\frac{1}{2}NE\frac{1}{4}$  of Sec. 7, Twp. 18 N. Range 20. E.

The ditch was constructed from a point in Cooke Creek about 300 or 400 yards North of his said Homestead Claim. The ditch was about 2 feet wide and about 18 inches deep. This ditch is hereby designated as Cooke Ditch No. 1.

Cooke Ditch No. 2 was constructed by the same C. P. Cooke, in the Spring of 1871. This ditch commenced on the east side of Cooke Creek about  $\frac{3}{4}$  mile North of the North line of said Homestead Claim. It was, when first made, about 3 feet wide and about  $1\frac{1}{2}$  feet deep. The ditch has since that time been washed considerably wider by the flowing of water through it.

Cooke Ditch No. 3 was made sometime in 1872. The head of the ditch was on the west side of Cooke Creek and about 500 or 600 yards North of the North line of said Homestead claim. It was about  $2\frac{1}{2}$  feet wide and about one foot deep. Since it was made it has washed out some.

The 3 ditches hereinbefore described were made for the purpose of irrigating the before described Homestead Claim of C.P. Cooke, to-wit:

The  $E\frac{1}{2}NW\frac{1}{4}$  and  $W\frac{1}{2}NE\frac{1}{4}$  of Sec. 7 Tp 18 N. Range 20 E. and has since construction been used for that purpose whenever needed. Said tract of land contains 160 acres, more or less.

I am now the owner of the said described tract of land, together with all the ditches and water rights thereunto belonging.

I am also the owner of  $SE\frac{1}{4}SW\frac{1}{4}$  and  $SW\frac{1}{4}SE\frac{1}{4}$  of Section 6, Tp 18 N.R. 20 E. containing 80 acres, more or less, which said tract of land was formerly owned by C.P. Cooke. Ditches were constructed from the ditches hereinbefore described so as to carry onto said claim a sufficiency of water to irrigate the same, in the Spring of 1880, that is in addition to another one of a small size which carried water from the Creek.

Mrs. S. E. Cooke.

Subscribed and sworn to May 22, 1890 before John Davis, Judge  
Probate Court. Kittitas County, Wash. (SEAL)

5



signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.

(Notary Seal)

Com. Exp. Jun. 5, 1927.

F.A. Kern

Notary Public in and for the State of Washington, residing at Ellensburg, Wash.

Filed for record July 10, 1926, at 4:00 P.M.

Request of Betty Williams

Fred F. Hofmann, County Auditor.

By Marie Wippel, Deputy.

STATE OF WASHINGTON

to

RUFUS COOK, EXECUTOR  
of the Estate of Susan  
M. Cook, deceased.

RECORDING NO. 62590.

CERTIFICATE OF WATER RIGHT.

THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Kittitas County, made and entered on the 13th day of August, 1921, and recorded in Volume 20 of the Superior Court Journal of said County at page 181, from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of Cooke Creek a tributary of Yakima River Rufus Cook, Executor of the Estate of Susan M. Cook, deceased Ellensburg, Washington is entitled to use, subject to the laws of the State of Washington, the waters of said Cooke Creek for the purpose of irrigation during the period from May first to September 15th each year and for the purpose of stock and domestic use continuously.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 3.12 second feet for the irrigation of 166 acres of the lands hereinafter described.

That the date of priority of said water right is 1870; that the decree aforesaid establishes said right in Class 1, which said class includes a total maximum of 3.12 second feet; that the possible maximum amount of water which is comprehended in rights prior to this right is 0 second feet.

That the point of diversion of said water right is as follows:

SW $\frac{1}{4}$  of Section 6, Township 18 N., Range 20 E. & M.

and cannot be changed except as provided in Section 39, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Kittitas County, Washington, to wit:

E $\frac{1}{2}$  NW $\frac{1}{4}$ , W $\frac{1}{2}$  NE $\frac{1}{4}$  Section 7, Township 18 N. Range 20 E. & M.

That the owner of this certificate may, during the irrigation season use, on the lands hereinbefore described, such surplus water as remains in said stream after the quantities of water apportioned to all rights under said decree to an extent not to exceed a one hundred per cent increase over the apportionment hereinbefore made and in the order of priority as hereinbefore provided.

This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia

7-13-26

(6)

DEED RECORD No. 43  
KITITAS COUNTY, WASHINGTON

469

Washington, in Volume 1 of Water Right Certificates at Page 204.

WITNESS the seal and signature of the Supervisor of Hydraulics affixed this 8th day of July, 1926.

(S & L)

R. N. Tiffany

Supervisor of Hydraulics of the  
State of Washington.

Filed for record July 13, 1926, at 8:31 A.M.

Request of Kittitas County Dist. Co.  
Fred T. Hofmann, County Auditor.

By Alice S. Herbinson, Deputy.

CATHARINE LICHTER

RECORDING NO. 82592.

to  
KITITAS RECLAMATION  
DISTRICT.

WARRANTY DEED.

The Grantor CATHARINE LICHTER, unmarried, For and in consideration of Ten & 00/100 (\$10.00) DOLLARS in hand paid, conveys and warrants to Kittitas Reclamation District, an irrigation district, organized and existing under and by virtue of the laws of the State of Washington, the following described Real Estate:

A tract of land within the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section thirty five (35) Township Twenty (20) North, Range Fourteen (14) East, Willamette Meridian, 240 feet in width being 140 feet on the northerly or left hand side (looking down stream) and 100 feet on the southerly or right hand side (Looking down stream) of a line described as follows:

Beginning at a point on the West Boundary of the said NW 1/4 NW 1/4 of section 35, which point is South 0°11' West, 856.7 feet from the Northwest corner of said section 35; thence South 86°16' East, 1,322.8 feet to a point on the East Boundary of the said NW 1/4 NW 1/4 of section 35, which point is South 60°43' East, 1,622.3 feet from the Northwest corner of said section 35.

Said tract contains 7.30 acres more or less.

Said Grantor for herself and for her heirs, administrators, and assigns hereby acknowledge full satisfaction, for all damages to all her lands adjacent to the lands herein conveyed by reason of, or occasioned by the location, construction, maintenance and operation of an irrigation canal, by Grantee, its successors or assigns, over and upon the premises herein conveyed.

Situated in the County of Kittitas, State of Washington.

Dated this 23rd, day of June, 1926.

Catharine Lichter (Seal)

WITNESSES:

STATE OF WASHINGTON,  
County of Kittitas.

I, the undersigned, a Notary Public, DO HEREBY CERTIFY that on this 23rd day of June, 1926, personally appeared before me, CATHARINE LICHTER, unmarried, to me known to be the individual described in, and who executed the within instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Reclamation  
Kittitas Division - Yakima Project  
Washington

Amendatory Contract Between THE UNITED STATES OF  
AMERICA and the KITTITAS RECLAMATION DISTRICT

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No.

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Amendatory's File # 7C.8267

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1. The Secretary shall have the right to suspend and  
2. in part suspend the operations of the said Reclamation Project of sec-  
3. tion 4 of the act of December 1, 1921 (42 Stat. 701);

4. "WHEREAS, the District, as the duly authorized representative  
5. of the United States, desires to enter into an auxiliary con-  
6. tract to extend the benefits of the Reclamation Project act of 1921

7. to State 111; and

8. "WHEREAS, the Secretary has determined that in his judgment

9. the construction of this auxiliary contract will provide fair and

10. adequate protection of the permanent interests of the water users of

11. the Reclamation Project and will be in keeping with the general purposes

12. of the Reclamation Project act of 1921;

13. "NOW, THEREFORE, in consideration of the mutual and dependent

14. obligations and covenants hereto contained, it is hereby mutually

15. agreed by and between the parties hereto as follows:

### 16. DEFINITIONS

17. "The following terms, wherever used in this contract, shall

18. have the following respective meanings:

19. "Secretary" shall mean the Secretary of the Interior

20. or any one of his duly authorized representatives;

21. "Federal Reclamation Land" shall mean the act of

22. June 17, 1922 (42 Stat. 349) and all other auxiliary benefit

23. or other auxiliary benefit works or projects authorized by

24. the act of June 17, 1922 (42 Stat. 349) and the act of June 17, 1922 (42

25. Stat. 349) and all other auxiliary benefit works or projects authorized by

26. the act of June 17, 1922 (42 Stat. 349) and the act of June 17, 1922 (42

1. "Government-District contract" shall mean the water

2. supply contract of February 16, 1921, as amended and

3. supplemented by the contracts dated November 1, 1930,

4. June 4, 1940, and January 10, 1945, and the contract for

5. the construction of the canal system, dated December 13,

6. 1925, as amended and supplemented by contracts dated

7. July 5, 1927, July 26, 1927, September 7, 1928, July 6,

8. 1937, June 6, 1939, and June 4, 1940.

9. "Project" shall mean the entire Tulara Project con-

10. structed and being constructed by the United States under

11. the Federal Reclamation Laws,

12. "Irrigation system" shall mean all of the works of

13. the project constructed by the United States and being

14. used in whole or in part in connection with the lands of

15. the Kittitas Division of the Project.

16. "Reservoir works" shall mean all of the storage

17. reservoirs of the project, the diversion dam and canal

18. headworks located in section 11, township 26 north,

19. range 13 east, and all works appurtenant or incidental

20. to any of the foregoing facilities;

21. "Transfered works" shall mean all of the irriga-

22. tion works constructed by the United States in connec-

23. tion with the Kittitas Division of the project and that

24. have heretofore or may hereafter be transferred to the

25. District for operation and maintenance.

"Main canal" shall mean those lands in the  
-eastern portion and west, respectively, of the south  
and east lines of section 19, township 19 north, range 17  
east, Tenthredine meridian.

"Operation and maintenance cost" shall mean all  
costs properly chargeable to operation and maintenance of  
the works in reference to which the term is used, includ-  
ing, without limitation by reason of this enumeration, the  
costs of replacements and betterments of such works or any  
part thereof.

"Project officer" shall mean the officer of the  
United States having direct charge and supervision of the  
project.

#### Scope of Mandatory Contract

5. This mandatory contract supersedes and takes the place of the  
Government-District contract. Except as to provisions of the  
Government-District contract which have been fully executed prior to the  
date of this amendatory contract which shall remain unaffected thereby,  
the Government-District contract shall remain effective only to the  
extent expressly provided in this contract.

#### Works Built by the United States

6. The United States has heretofore constructed works for the  
storage and storage of water for the irrigation of lands of the  
project, extending land within the District, and has heretofore con-  
structed a diversion dam in the Yacoma River in section 11, township 20

1 north, range 13 east, Tenthredine meridian, and a canal of 5000 feet  
2 a main and branch canals, laterals and ditches, and structures relat-  
3 thereto, all as were determined by the United States to be necessary  
4 for irrigation service to the irrigable lands within the District.

#### District's Construction Charge Obligation

5 10. (a) The District's estimated obligation to the United States  
6 on account of construction expenditures made by the United States  
7 and in connection with the Government-District contract, as of  
8 December 31, 1948, is nine million nine hundred twenty-three thousand  
9 fifty-eight dollars and forty-two cents (\$9,923,058.42), including  
10 sum of one million seven hundred thirty-three thousand nine hundred  
11 forty dollars (\$1,733,940) which is the unpaid balance of the esti-  
12 mated cost of the District's water supply under the contract of February  
13 1921, as amended by the contracts of November 1, 1930; June 4, 1941,  
14 and January 10, 1945, and the sum of eleven thousand dollars (\$11,000)  
15 which is the estimated cost of the economic survey and related studies  
16 made in connection with this contract. The amount first above stated  
17 in this subarticle reduced by: (1) the difference, if any, between  
18 second amount and the unpaid balance for water supply costs as of  
19 December 31, 1948, as adjusted to reflect the Secretary's final set-  
20 tlement of water supply cost; (2) the difference, if any, between  
21 third amount and the actual costs of the work covered by that esti-  
22 mated, and (3) the accumulated and unapplied construction revenues  
23 of December 31, 1948, comprises the District's construction charge  
24 obligation under this contract.

**THE**

(c) The annual retirement deduction of the portion to be applied on account of loans located in the main camp area, as shown on account of loans located in the main camp area, shall be the amount determined by deducting from the total amount of the loans located in the main camp area, the amount of the loans located in the main camp area which are subject to the provisions of the law.

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1. *Phragmites australis* (Cav.) Trin. ex Steud.

# Introduction to the Book

**THE**

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\$4.41 and fifty cents (\$2.50) per acre for 1990. For

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Director's Office of Research and Training

the Secretary of Education, Department of Education, 4000

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1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

[illegible][illegible]

...the provision of article 11 above, the ...  
...in this article, for the ...  
...shall not exceed ...  
...shall be equal to the District's total construction ...  
...

...the first regular statement under (1) above, there ...  
...of equity ... (b) on or ...  
...of as ... this contract ...  
...without adjustment under the provisions of article 11 ...

Statement of Construction Obligations

...the annual statement of the construction charge obligation ...  
...year shall be determined by increasing or decreasing ...  
...statement for that year as found under article 11 ...

...the maximum allowable area within the District stated in ...  
...as adjusted from time to time, shall, for the purpose of ...  
...the project contract unit ...

...Data collected year during the term of this contract two ...  
...shall determine the "District Factor" and shall determine the ...  
...for the project contract unit and shall determine the ...  
...to be adjusted ...

...the District Factor ...  
...the area ...  
...for the District ...  
...the District Factor ...

...year period covering the entire year ...  
...are being determined and the nine calendar years ...  
...preceding it.

(3) The "adjusted parity ratio" for each year as of ...  
...December 31 of that year shall be determined as follows:

(i) There shall be determined for each of ...  
...these commodities—wheat, cottons and butterfat— ...  
...the average for the year of the respective national ...  
...prices and parity prices and the ratio of the ...  
...respective average national prices to average parity ...  
...prices. National prices for the respective commodi- ...  
...ies for each year will be derived by dividing the ...  
...single average of the national monthly prices of ...  
...these commodities.

(ii) A weighted average of the ratios deter- ...  
...mined under (i) above shall be derived by dividing ...  
...by four the sum of the ratio for oats, the ratio for ...  
...potatoes and twice the ratio for butterfat.

(iii) The figure derived under (ii) above ...  
...shall be divided by .92, the resulting figure being ...  
...the adjusted parity ratio for the year in question ...  
...the national prices and parity prices ...  
...and calculations shall be those determined by the Secretary ...  
...of Agriculture under the provisions of Article 11 of the ...  
...national act of 1944 (Public Law 485, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000).





... or as permanently improved...  
... shall be added to the...  
... for the purpose of determining...  
... provisions of article II.

(b) lands within the District but which are not...  
... of the date of their contract, and lands which are...  
... within the District's boundaries shall be...  
... by the Secretary from time to time...  
... as made by the District, lands in...  
... on the basis of the...  
... this article shall be added to the...  
... of the...

(c) lands the...  
... from time to time as herein provided...  
... shall be added to the...  
... the District may, for...  
... and...  
... as...  
... shall report as to what...  
... shall not be...  
... (g)...



transferred as a part of the operation and maintaining all of the work of the transferred works then being operated and maintained by the United States and that all of a part of those works should be returned to the District. When such determination is made, written notice thereof, together with the effective date of the retransfer, shall be given to the District and the District shall accept the operation and maintenance of the portion of the transferred works thus retransferred on the effective date and from thereafter operate and maintain those works in accordance with this contract.

During any time any of the transferred works are operated and maintained by the United States, the cost of operation and maintenance shall be paid annually in advance by the District to the United States. Such payments shall be on the basis of annual estimates made by the Secretary. Such annual estimates shall contain a statement of the estimated cost of operation and maintenance of the transferred works to be operated by the United States in the following calendar year. The costs of estimates shall be furnished to the District on or before October 1 of the calendar year preceding the one for which the notice is issued. When the United States takes over initially the operation and maintenance of any part of the transferred works, the Secretary shall give the District immediately

a notice of the estimated amount of such charge from the time the United States started operating and maintaining the works to the end of that calendar year, and a notice to cover the following year when the United States takes over October 1 of any year.

(c) The District shall pay the amount of the estimated cost of operation and maintenance of the transferred works to be operated by the District on or before the date of the transfer of the Secretary, and shall, without delay, pay whatever special assessments or toll charges are necessary to raise the funds for payment of such amounts.

(d) Whenever in the opinion of the Secretary funds so advanced are inadequate to operate and maintain the work being operated by the United States, he may give a supplemental notice wherein the amount of additional funds required, and the District shall advance that amount on or before the date specified in the supplemental notice. If funds advanced by the District under this article exceed the actual cost of operation and maintenance for such works for the year for which advanced, the surplus shall be credited on any amounts thereafter to be advanced from the District.

Title of Transferred Works in the United States

17. Title to the transferred works shall remain to the United States until otherwise provided by the Congress.

Kept in Transferred Works in District

20. (a) The District shall make promptly any and all repairs to and replacements of the transferred works of any part thereof which are in the opinion of the Secretary are required for the proper care, operation and maintenance of the transferred works. If at any time in the opinion of the Secretary any part of the transferred works is for any reason in a condition unfit for service, he may order the work thereon not until such part has been put into proper condition for service.

...the benefits accruing to the land which lands are  
...to other lands in the District, as provided by the provi-  
...Article II.

Operation and Maintenance Charge Taxes and Assessments

1. The provisions of this article are made with the object,  
2. of encouraging the economical use of water and of distri-  
3. buting the operation and maintenance charges equitably among the lands  
4. in the District.

5. The District shall levy a minimum annual operation and mainte-  
6. nance charge against each irrigable acre within the District, and pay-  
7. ment of such charge shall, so far as practicable, be  
8. based upon the minimum annual charge shall, so far as practicable, be

9. for each acre of land in farm units of like productivity, except  
10. that the minimum annual charge shall be determined by the  
11. payment of the minimum charge shall be determined by the  
12. of water in acre-feet for acre which is to be delivered each  
13. year to the land of the irrigator. For water to be delivered each year in  
14. of the minimum amount, the landowner or water user involved shall

15. pay an excess charge per acre-foot, the amount of the  
16. for each acre-foot of excess or fraction thereof to be not less  
17. than \$2.50 per cent (25%) more than the average of the charge per  
18. acre of water made available for the year under the annual minimum  
19. of water made available for the year under the annual minimum

20. The benefits accruing to lands in the main canal area by  
21. of the irrigation system having been found to be not to exceed  
22. \$2.50 per cent (25%) of the benefits accruing to the other irri-  
23. gable lands in the District, the minimum annual operation and

*Maintenance charge to be assessed against lands*

24. shall not exceed annually five per cent (5%) of the minimum charge  
25. against other like irrigable lands in the District, any charge ex-  
26. ceeding the same shall be made by the District a debt of interest only  
27. with the consent of the Secretary and only if required to reflect  
28. deterioration since 1907 that the relative benefits to such lands  
29. area have as compared with other irrigable lands in the District are  
30. not reflected by this rate.

Public Lands Subject to Assessment

31. Pursuant to the provisions of section 3 of the act of May 15,  
32. 1902 (42 Stat. 542), all unwatered public lands and entered lands for  
33. which no final certificate has been issued embracing any of the irriga-  
34. ble lands within the District described on the attached exhibit "A" are  
35. hereby designated as subject to the provisions of the act of August 11,  
36. 1915 (39 Stat. 506), provided, that unwatered public land while in that  
37. status shall not be assessed by the District for any purpose.

Reserve Fund for Operation and Maintenance

38. 24. (a) The District shall include in the annual operation and  
39. maintenance assessment or toll charge levied against the water users an  
40. annual amount per irrigable acre for the accumulation and maintenance  
41. of a reserve operation and maintenance fund. Accumulations shall be  
42. made in this fund until it equals one hundred seventy-five thousand  
43. dollars (\$175,000). Thereafter such further annual amounts shall be  
44. levied whenever, as of the time the annual operation and maintenance  
45. assessment or toll charge against the water users is fixed by the

of neglect or failure of the District to make repairs or  
repairs hereunder, the United States may enter on the transferred  
any part thereof for the purpose of making necessary repairs  
and may charge the cost thereof to the District.

No substantial change in any of the transferred works shall  
be made by the District without first obtaining the written consent of  
the Secretary to such change.

#### Inspection of Transferred Works

The Secretary may cause to be made from time to time a reason-  
able inspection of the transferred works to ascertain whether the terms  
of the contract are being met by the District. Such inspection shall  
include examinations of the transferred works and of the books, records  
and accounts of the District, together with examinations of all pertinent  
of the United States. The actual costs of such inspections shall  
be paid by the District.

#### Levies and Assessments by the District;

##### General.

(a) The District shall cause to be levied and collected all  
assessments and charges and will use all of the authority and  
power of the District (including, without limitation by reason of  
the act of March 3, 1909, the power to create liens in con-  
nection with its taxing power, and the power to withhold delivery of  
water to meet the obligations of the District to make all payments to  
the United States under this contract in full on or before the day such  
payments are due and to meet its other obligations under this

1 (b) The District shall make each year a reasonable estimate of  
2 probable delinquencies in collections based on past experience, and  
3 shall levy assessments, tolls or other charges sufficiently large to  
4 meet the same. The District shall not be liable for any such  
5 estimate, which shall be subject to review by the Secretary.  
6 The payment to the District of any District assessments, tolls or other  
7 charges.

8 (c) Should the District be in default at any time in the payment  
9 of construction charge obligation hereunder, the Secretary may  
10 notice to the District, may require that hereafter the District shall  
11 collect funds required to pay its obligations under this contract by the  
12 use of either or both of these methods: (1) exercising the option avail-  
13 able to it under the laws of the State of Washington by providing, under  
14 suitable resolutions of its board of directors, that assessments for  
15 such purpose shall become due and payable to the District on or before  
16 December 31 of the year in which the levy is made; or (2) levying toll  
17 charges to provide for the collection from water users in advance of the  
18 delivery of water in each irrigation season.

19 (d) The District shall give the United States advance notice of  
20 the amount of any assessment, toll or other charge intended to be  
21 levied.

#### Construction Charge Obligation Assessments

22 21. The District, within the limit of its authority to contract  
23 with respect thereto, shall make all assessments for the repayment of  
24 the construction charge obligation on a basis that takes account of the

1 District, the fund has been reduced below that amount. The annual  
2 amount per irrigable acre each year shall be equal to ten per cent  
3 (and) of the average annual operation and maintenance assessment per  
4 acre unless a lesser sum will suffice to replenish the fund.

5 (b) The fund shall be available only (1) to meet those costs of  
6 operation and maintenance which are in excess of the District's normal  
7 operation and maintenance costs and only after advance notice in  
8 writing has been given to the Secretary as to a proposed use, and (2)  
9 to meet other operation and maintenance costs when the use of the fund  
10 therefor is approved in advance by the Secretary.

11 (c) This fund shall be maintained by the District, apart from  
12 other District funds, in a depository meeting the requirements of the  
13 laws of the State of Washington as to deposit of irrigation district  
14 funds, or may be invested in United States bonds or in such other  
15 securities as are approved by the Secretary.

#### 16 All Benefits Conditioned Upon Payment

17 25. (a) Should the District fail to levy the assessments, tolls  
18 or other charges against any lands in the District required to be  
19 levied to meet the District's obligation to the United States under  
20 such contract, or, failing levied, should the District be prevented from  
21 collecting such assessments, tolls or other charges by any judicial  
22 proceedings, or otherwise fail to collect them, no such lands shall  
23 be entitled to receive water from the project supply unless and until  
24 arrangements for its delivery satisfactory to the Secretary have been  
25 made.

1 (b) As to any such lands the District is hereby authorized to a  
2 fiscal agent of the United States, to collect whatever charges may be  
3 required under the delivery arrangements made as provided in this article.  
4 26. Payment shall be required as a condition precedent to the delivery  
5 of water. Collections so made by the District shall be paid promptly to  
6 the United States in the manner directed by the Secretary.

7 (c) No action taken by the Secretary under the provisions of this  
8 article shall in any manner relieve the District of the obligations  
9 assumed by it under this contract.

#### 10 Penalty for Delinquency in Payment

11 26. Every installment or charge required to be paid to the United  
12 States under this contract, and which shall remain unpaid after it shall  
13 have become due and payable, shall bear interest at the rate of one-half  
14 of one per cent (1/2%) per month from the date of delinquency. The  
15 District shall impose on delinquencies in the payment of assessments,  
16 taxes, or other charges levied by the District to meet its obligations  
17 under this contract, such penalties as it is authorized to impose under  
18 the laws of the State of Washington.

#### 19 General Obligations of the District

20 27. The District's obligations hereunder are general repayment  
21 obligations under which the District as a whole is obligated to pay the  
22 United States the full amount herein agreed according to the terms  
23 stated. Notwithstanding the distribution of obligations among the  
24 main canal area lands and other lands in the District in accordance  
25 with provisions of articles 11 and 22, nothing in this contract shall

1 be deemed to relieve the District in any way of its general obligation  
2 to pay the United States the full amount owed to the United States  
3 assessment regardless of delinquencies in payments of assessments and  
4 charges by the landowners to the District.

Refusal to Deliver Water in Case of Default:

5 20. (a) No water from the project water supply shall be delivered  
6 to or for the District if the District is in arrears in the advance pay-  
7 ment of operation and maintenance charges owed to the United States; if  
8 any arrear then twelve (12) months in arrears in the payment of any  
9 part of a construction charge obligation installment, or more than  
10 twelve (12) months in arrears in the payment of any other amounts owed  
11 to the United States under this contract. The District shall refuse to  
12 deliver water to lands or parties who are in arrears in the advance pay-  
13 ment of operation and maintenance charges due from such lands or parties  
14 to the United States or to the District, or to lands or parties who are  
15 in arrears for more than twelve (12) months in the payment of amounts  
16 due from such lands or parties to the United States or to the District,  
17 for construction charge obligations or for any other amounts owed by  
18 the District to the United States under this contract. The provisions  
19 of this article are not exclusive and shall not in any manner prevent  
20 the United States from exercising any other remedy given by this con-  
21 tract or by law to enforce the collection of any payments due under  
22 the terms of this contract.

23 (b) The United States reserves the right and power, without  
24 notice to the District, to enter on the transferred works or any part  
25 thereof in possession of the District to shut off water being delivered

*in violation of the provisions of this article or article 33. To the*  
2 event the United States exercises this right and power neither the  
3 United States, its officers or employees shall be liable for any damage  
4 resulting directly or indirectly therefrom, and the District shall be  
5 the United States, its officers and employees harmless from any and  
6 such claims of damage.

Storage and Delivery of Water by the United States

7 29. (a) The United States will impound and store water for the  
8 irrigation of the irrigable lands within the District, and, subject to  
9 the conditions of this contract, will deliver natural-flow and stored  
10 water from the project supply in amounts hereinafter specified at the  
11 headworks of the main canal located in section 11, township 20 north,  
12 range 13 east, Willamette meridian.

13 (b) The total quantity of water that will be delivered by the  
14 United States hereunder from both natural flow and storage is three  
15 hundred forty-two thousand (342,000) acre-feet, measured at the head-  
16 works, except as that quantity may be reduced as otherwise provided in  
17 this contract.

18 (c) The annual supply to be provided hereunder shall be furnished  
19 by months in not to exceed the quantities shown in the following  
20 schedule:

| Month     | Percentage of Available<br>Annual Supply |
|-----------|--|
| April     | 2%                                       |
| May       | 17%                                      |
| June      | 21%                                      |
| July      | 22%                                      |
| August    | 20%                                      |
| September | 13%                                      |
| October   | 6%                                       |



Within the limits above stated, the District shall give the United States, in advance of each irrigation season, not less than ten (10) days' notice of the desired rates of delivery, and during the season, not less than five (5) days' notice of such shorter notice as is approved by the project officer of any desired rate change. Nothing herein contained shall, however, prevent the United States from delivering on a different schedule at the request of the District if, in the opinion of the Secretary, a revision of the schedule is not in conflict with other vested water rights and the interests of the United States and the various water users having rights in the project supply will not be injured thereby.

#### Proportion Among Contracting Parties

30. (e) The United States, to the extent permitted by law, will treat on an equal footing with respect to priority all authorized divisions of the project and all lands of irrigation districts, water users associations, corporations, and all water users with whom the United States has contracted or may hereafter contract under the Federal Reclamation Laws, except to the extent that these provisions are modified by the decree of the United States District Court, dated January 31, 1945, entered in the case of Kittitas Reclamation District, et al., Plaintiffs vs. Sacramento Valley Irrigation District, et al., defendants (Civil Action No. 21, Eastern District of Washington, Southern Division). All water supply contracts hereafter made by the United States with respect to the project shall contain a similar declaration with regard to priority, and the Secretary shall, under the terms of the Federal Reclamation Laws, provide for the irrigation of no greater area of land in the

1 aggregate than will, in his opinion, render it practicable in all years  
2 of ordinary runoff to supply authorized divisions and other contractors  
3 with the amounts of water fixed and stipulated by the Secretary. In  
4 case of shortage of water in a year of unusually low runoff, such as to  
5 make it impossible to supply fully all of the lands governed by similar  
6 provision provisions, each division and each contractor shall be  
7 entitled to a supply of water diminished pro rata, measured at the  
8 respective points of measurement, except as otherwise limited in this  
9 article; and it shall be the duty of the project officer, in operating  
10 the storage reservoirs constructed by the United States within the  
11 Yakima River watershed, to divide the water in accordance with the provisions of this article. The pro rata share herein provided for shall  
12 be determined by the ratio of the water supply available for all divisions of the project, and for all parties making contracts of tenor  
13 similar to this contract under the Federal Reclamation Laws involving  
14 waters of the Yakima River Basin, to the total water supply fixed and  
15 stipulated for said divisions and parties, after making appropriate  
16 deductions for whatever prior rights are required to be recognized.  
17 Delivery of such pro rata share shall be received by the District in  
18 full satisfaction of the quantity of water herein contracted for on  
19 behalf of the District for such irrigation season.  
20 (b) The provisions of this article and the preceding article 29  
21 are intended, by the recitament thereof, to carry forward and continue in operation the District's rights in the project water supply as defined in the Government-District contract and as modified by  
22 the decree referred to in (a) above.



1 construction of the same and the District shall be responsible upon the  
2 construction of the same and the District shall be responsible upon the  
3 construction of the same and the District shall be responsible upon the  
4 construction of the same and the District shall be responsible upon the  
5 construction of the same and the District shall be responsible upon the

#### Water, Seepage and Return-Flow Waters

6 35. (a) The United States does not abandon or relinquish any of  
7 the water, seepage or return-flow waters attributable to the irrigation  
8 of the lands in which water is supplied under this contract. All such  
9 waters are reserved and intended to be retained for the use and bene-  
10 fit of the United States as a source of supply for the project.

11 (b) If suitably drained or return-flow water from any part of  
12 the project shall at any time be or become available at points where  
13 it can be used on lands within the District, the United States may  
14 supply such water as a part of the supply to which the lands in the  
15 District are entitled.

#### United States Not Liable for Water Shortages or Interruptions

16 36. No liability shall accrue against the United States or any  
17 of its officers, agents or employees for damage, direct or indirect,  
18 arising by reason of shortages in the quantity of water available  
19 through the irrigation system or interruptions in water deliveries to  
20 lands in the District resulting from drought, inaccuracy in distribu-  
21 tion, excessive evaporation, prior or subsequent claims, accident to or  
22 failure of construction or the irrigation system, whether or not  
23 attributable to negligence of officers, agents or employees of the

1 United States, or other causes of whatever kind, and shall the  
2 District's obligations to the United States under this contract be  
3 reduced by reason of such shortages or interruptions. In the event  
4 of such shortages or interruptions, the United States will, however,  
5 make every reasonable effort to remove promptly the cause thereof.

#### Crop Returns and Census

6 36. (a) The District shall keep an accurate record of all crops  
7 raised and agricultural or livestock products produced on lands within  
8 the District. The District shall furnish the United States each year  
9 reports covering such crops, agricultural and livestock products, one  
10 to be a preliminary report on or before October 1 (unless an earlier  
11 report has been supplied as provided in article 12) and the other a  
12 final report on or before December 31. The reports shall be in the  
13 form prescribed by the United States.

14 (b) At such times as the Secretary deems it necessary or  
15 desirable, he may cause, at the expense of the District, a crop census  
16 to be taken and an investigation of the per-acre income to be made on  
17 all or any part of the lands in the District. But such census and  
18 investigation shall not be taken oftener than once each calendar  
19 year. Such a census and investigation shall be for the purpose of  
20 checking the crop reports furnished to the United States by the  
21 District and of furnishing an independent source of information as  
22 to the agricultural income from the lands in the District. In con-  
23 nection with such a census or investigation, the Secretary may  
24 require information to be given under oath. In the event any water

[illegible]

Second, and alternatively, the representative may estimate the user's production and potential income of such water user. Effluent charges could be given the same weight as though based on information generated under such by the water user in adjusting the annual sum. The user for the Effluent under this contract.

Forest and Rangeland Resources

17. The District shall: (a) maintain a modern set of books of account, to be accreted to the Secretary, showing all financial transactions of the District, and furnish such financial statements and reports as may be required from time to time by the Secretary; and (b) keep such other records as the Secretary may request and submit such reports based thereon as he may require from time to time.

### Access to Books and Records

31. Subject to applicable Federal laws and regulations, the Secretary of the District or his representative, shall have full and free access at all reasonable times to the project's account books and associated records of the Bureau of Reclamation relating to the construction, operation and maintenance of the project and the status of the accounts concerning the District's payments of construction, operation and maintenance charges, with the right at any time during office hours to make copies thereof. Subject to applicable State laws and regulations, the project representatives of the United States shall have similar rights in respect to the account books and records of the District.

Overhead Instruction and Journal for the  
 Fund by the District

39, (a) On March 1 of each year from the effective date of this  
amendatory contract until the District's construction charge schedule  
in the United States is repaid in full, the following shall for each  
calendar year, ending on the preceding December 31, shall be paid:

1) A change to cover that part of the request involving  
a) the United States in the operation of the office of the  
Chief Engineer, regional office, Federal Government and  
other national offices of the Bureau of Engineering, located  
in the opinion of the Secretary, and, in addition, to include  
reference to the District.

(2) Cost of all installations required for maintenance by the United States of powerplant and rotating sections shall be borne under the provisions of article 32.

(3) The cost of all inspections under the provisions of article 19.

(4) Cost of repairs to the transport vehicle by the United States under the provisions of article 165

(5) Cost of all crop consumed and investments in other  
the provisions of article 36.

(3) The District's share of such other direct costs in such work performed for the benefit of the District or the project by the United States at the direction of the Secretary and which in the opinion of the Secretary are for the use and benefit of the District.

of the District under this act, and shall cover the calendar year ending December 31, 1921, and shall cover the calendar year ending December 31, 1922, and the appropriation of costs for such year shall include items of cost that have accrued and for which the District has made other arrangements for payment or satisfaction.

(2) For want of appropriations, there are no funds available for the work for which the District agrees to pay as provided, the District will pay to the United States in advance the estimated costs of such work as determined by the Secretary. In no event such costs are less than the funds advanced. Appropriate bills shall be given against installments thereafter coming due under the contract, as the Secretary determines to be proper.

Limitation of Funds

The costs which make up the various disbursements to be paid by the District to the United States under this contract shall include an expenditure of whatsoever kind in relation to the function for which the charge is made, including, but without limitation by reason of such enumeration, cost of surveys and investigations, labor, property, material and equipment, engineering, legal, superintendence, construction, overhead, general expenses, transportation, special services, and salary of all kind whether or not involving the assistance of officers, agents or employees of the United States but shall be exclusive of amounts which the law does not require to be repaid and which the Secretary determines as a matter of policy are not repaid as extraordinary. The Secretary's determination as to

amount thereof, and the classification of those charges for purposes shall be conclusive.

Performance of Work with Contributed Funds

(1) Pursuant to the act of March 4, 1921 (41 Stat. 1057, 1904), the United States, at its option, may perform with funds contributed by the District any construction or maintenance work within the authority of the District but which is not otherwise provided for by this contract. If the United States determines that it will accept any such work, funds therefor shall be advanced by the District as directed by the Secretary. The advance shall be accompanied by a certified copy of a resolution of the District's board of directors describing the work to be done and authorizing its performance by the United States with the District's funds.

(2) After completion of any work so undertaken, the United States shall furnish the District with a statement of the cost of the work done. Any unexpended balance of the funds advanced will be refunded to the District or applied as otherwise directed by the District and the amount by which the cost of such work exceeds the amount of funds advanced therefor shall be paid by the District to the United States as the Secretary may direct.

Rights of Way

(1) The United States, so far as its jurisdiction, authority, and charge, use for works that may be built under this contract, and of any reserved under the act of August 30, 1906 (34 Stat. 225) or that may be available under the provisions of section 2001 of

Secretary's Surplus Estates of Washington, but the District shall, at the request of the United States, secure releases to the United States and the District as to all damages that may arise in connection with the exercise of these rights of way.

(c) The District shall, if and when requested by the Secretary, acquire and convey to the United States all lands or interests in lands required for the construction and execution and maintenance of any work that may be built under this contract.

#### District to Employ Manager

(d) Until the construction charge obligation under this contract has been paid in full, the District shall employ as manager or supervisor a competent irrigation engineer or other person who has had at least three years' experience as a manager or superintendent in the operation of works similar to the transferred works, the employment to be subject to the approval of the Secretary. Upon notice by the Secretary that any manager or superintendent employed by the District is unsatisfactory in that capacity, the District will promptly terminate the employment of such person and will employ one that is satisfactory.

#### Termination of Renewable Contracts

(e) The termination date of the provisions of article 14 of the contract of September 19, 1965, as amended and of the renewal contracts entered into hereunder between the United States and the District shall be deemed to be September 19, 1998, notwithstanding the fact that the effective date of this contract is later. All payments made or to be made by the District under the provisions of this

article on or before that date shall be deemed to be collected and applied as therein provided.

(b) After the effective date of this contract, the Secretary will take appropriate steps, by offering for filing with the County Auditor of Kittitas County, Washington, and otherwise, to establish public record the fact of termination.

#### Confirmation of Section

(c) The execution of this contract shall be authorized or ratified by the qualified electors of the District at an election held for that purpose. The District, after the election and upon the execution of this contract, shall promptly secure a final decree of the proper court of the State of Washington approving and confirming this contract and approving and adjudging it to be a lawful, valid and binding agreement of and between the District and the United States, the confirmation of which shall be a decree confirming the basis of the apportionment of benefits here provided as lawful and valid and in conformity with the provisions of the laws of the State of Washington. The District shall furnish to the United States certified copies of such decrees and of all pertinent supporting records.

#### Changes in District Organization

(d) Any change in the organization of the District shall be made by the District, either by resolution of the District Board or by a vote of the District Board, and shall be subject to the approval of the Secretary. Any change in the organization of the District shall be subject to the approval of the Secretary. Any change in the organization of the District shall be subject to the approval of the Secretary.

Rules and Regulations

47. The Secretary reserves the right, as far as the purport thereof may be consistent with the provisions of this contract, to make rules and regulations, and to add to and modify them, as may be deemed proper and necessary to carry out the true intent and meaning of the said contract, and to cover any details of the administration or interpretation of the same which are not covered by express provisions of the contract. The District shall observe such rules and regulations.

Secretary Arbitrator of Disputes  
Involving Questions of Fact

48. In the event of disputes between the parties hereto arising out of this contract involving questions of fact, and, so far as the provisions hereof require a determination of fact to be made, the Secretary is hereby designated as the arbitrator of such questions and as the one required to make such determination of facts and his decision thereon shall be conclusive as against the parties hereto.

Representative of the Secretary

49. Where this contract uses the term "Secretary", this shall be deemed to include in all cases the Under Secretary or any Assistant Secretary or other officer of the Department of the Interior of equal authority. Where this contract authorizes action by the Secretary, such action may also be taken for or on behalf of the Secretary by any representative duly authorized therefor in writing.

Notices

50. Any notice, demand or request required or authorized by this contract shall be deemed properly given, except where otherwise herein

specifically provided, if mailed, postage prepaid, to the Project Superintendent (the present "project officer"): Bureau of Reclamation, Yakima, Washington, on behalf of the United States; and to the Secretary, Kittitas Reclamation District, Ellensburg, Washington, on behalf of the District. The designation of the person to be notified or address of such person may be changed at any time by similar notice.

Discrimination Against Employees or Applicants  
For Employment Prohibited

51. The District shall not discriminate against any employee applicant for employment because of race, creed, color or national origin, and shall require an identical provision to be included in contracts relating to the performance of this contract. This provision, however, does not refer to, extend to, or cover the activities of District which are not related to or involved in the performance of this contract.

Contingent on Appropriations of Allotment of Funds

52. The expenditure of any money or the performance of any duty by the United States herein provided for, which may require appropriations of money by the Congress or the allotment of Federal funds, shall be contingent on such appropriations or allotments being made. In the event of the failure of the Congress to appropriate funds, or the failure of the District to allot funds, shall not, however, relieve the District from obligations theretofore accrued under this contract, nor give the District the right to terminate this contract as to any of its existing features. No liability shall accrue against the United States in such cases as such funds are not so appropriated or allotted.

Assignments Prohibited,  
Successors and Assigns Obligated

53. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract, or any part thereof, or interest therein, shall be valid until approved by the Secretary.

Not Assignable, Not to Benefit

54. No Member or Delegate to Congress or Resident Commissioner shall be entitled to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for the general benefit.

Effective Date of Contract

55. The effective date of this contract shall be the date of its execution in behalf of the United States, after approval by the Commission in accordance with section 7 of the Reclamation Project Act of 1939, in accordance whereof, the parties hereto have signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

By Secretary of the Interior  
KITITAS RECLAMATION DISTRICT

By W. H. McManis  
President of its  
Board of Directors

STATE OF WASHINGTON )  
COUNTY OF ) ss.

On this day of 19

before me personally appeared and before me known to be, respectively, the President and Secretary of the Board of Directors of the Kittitas Reclamation District, the corporation that executed the within and foregoing instrument. They acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the seal of said corporation.

In Witness whereof I set my hand and affix my official seal the day and year first above written.

(SEAL)

Notary Public in and for the  
State of Washington  
Residing at  
My Commission Expires



DISTRICT OF COLUMBIA : ss.

On this 12th day of May 1945

before me personally appeared William L. Garne  
to be known to be the official of the United States of America  
described in the foregoing instrument. He acknowledged that he  
executed the said instrument in the capacity therein stated as the  
free and voluntary act and deed of the United States for the uses  
and purposes therein mentioned; and on oath stated that he was  
authorized to execute said instrument.

In Witness Whereof I set my hand and affix my official  
seal the day and year first above written.

Notary Public in and for the  
District of Columbia

My Commission Expires May 25, 1952

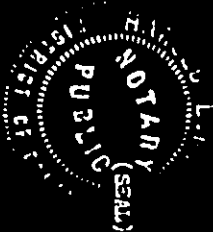


Exhibit A  
of  
Contract of January 20, 1949  
between  
THE UNITED STATES OF AMERICA  
and the  
KITITAS RECLAMATION DISTRICT

Unentered public land within the Kittitas Reclamation District:

T. 18 N., R. 18 E., Willamette meridian

Sec. 2 - SW $\frac{1}{4}$ , NE $\frac{1}{4}$ , NW $\frac{1}{4}$  (Farm Unit A)

Entered public lands within the Kittitas Reclamation District but

for which final certificates have not yet been issued:

T. 18 N., R. 18 E., Willamette meridian

Sec. 6 - Lot 10 (Farm Unit C)

T. 17 N., R. 20 E., Willamette meridian

Sec. 23 - S $\frac{1}{2}$ SW $\frac{1}{4}$  (Farm Unit C)

SECRETARY OF THE INTERIOR

Contract with Kistler Foundation to assist, Yektan Project

~~I certify that the foregoing statement is true and correct; that the agreement was made in consequence of the  
of this method for absence of advertising and in accordance with award of contract lettered as shown above;  
that the total number of bids received is \_\_\_\_\_ and where lower bid (expenditure) contracts or higher bid  
(receipt) contracts as to price were received a statement for payment for all items at an abstract of bids  
received, including all have been received in case of expenditure contracts are set forth in an abstract of bids  
received below or on the reverse hereof or on a separate sheet attached hereto; that the prices charged by the bidder for the public service, and that the prices charged for the public service are necessary for the public service,  
(expenditure) are necessary for the public service, and that the prices charged for the public service are necessary for the public service.~~

**CERTIFICATE**

- A. To lowest bidder as to price (Expenditures).
- H. To other than the lowest bidder as to price (Expenditures).
- C. To highest bidder as to price (Receipts).
- D. To other than the highest bidder as to price (Receipts).

## AWARD OF CONTRACT

[illegible]

1. After advertising in newspapers.  
2. (a) After advertising by circular letters sent to ..... dealers.  
(b) And by notices posted in public places.  
(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (i)" or "2 (a)" depending on whether or not notices were posted).
3. Without advertising, under an exigency of the service which existed prior to the order and would not result of the delay incident to advertising.  
4. Without advertising in accordance with .....  
5. Without advertising, it being impracticable to secure competition because of .....  
P. L. 56, Act Congress, 1st Session.

## METHOD OF OR ABSENCE OF ADVERTISING

(တစ်ကမ္ဘာလုံးဆိုင်ရာ အသံစုံအားဖြင့် ဖော်ပြပါ)

• 9 •

UNCLASSIFIED

Department of the Interior

**OF AWARD**

DATE FORWARDED: 02 JAN 1961

## STATEMENT AND CERTIFICATE

$$(\mathbf{I} - \mathbf{A})^{-1} \mathbf{B} \mathbf{u}(s)$$

Memorandum Passed Nov. 1936. Howard  
Dunbar approved by  
November 12, 1937  
then they No. 81, ship No. 0

FORM NO. 1-10

STATE OF WASHINGTON

255K33

## RIGHT OF WAY CONTRACT

Line No. 304-24  
 R/V No. 8-19-270  
 State Washington  
 County Kittitas  
 Rods \_\_\_\_\_  
 W.O. No. \_\_\_\_\_

For and in consideration of the sum of Ten (\$10.00) Dollars cash, the receipt of which is hereby acknowledged, and in addition thereto, an aggregate sum equal to One (\$1.00) Dollar per lineal rod of pipeline constructed under the

terms hereof, to be paid at the time and in the manner hereinafter set forth,

Laurin T. Daves and Edna Daves, his wife,

whose address is Route 3, Ellensburg, Washington

hereinafter referred to as Grantors, (whether one or more), do hereby grant and convey unto PACIFIC NORTHWEST PIPELINE CORPORATION, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace, alter or remove a pipeline or pipelines for the transportation of oil, gas and the products thereof, on, over and through the following described lands, which Grantors warrant that they are the owners in fee simple, situated in the County of \_\_\_\_\_

Kittitas State of Washington, to-wit:

The West half of the Southwest quarter (W $\frac{1}{2}$  of SW $\frac{1}{4}$ ) of Section 6, Township 18 North Range 20 E.W.M.

Section 6, Township 18N, Range 20E, together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid, hereby releasing and waiving, as to Grantee, all rights under and by virtue of the homestead exemption laws of said state.

Grantee agrees that after it has completed its survey of the route for its pipeline and has established the route thereof and before pipeline construction is commenced, it will pay Grantors, in proportion to Grantors' respective interests, a total sum equivalent to One (\$1.00) Dollar per lineal rod of pipeline so surveyed and established.

Grantors shall have the right to use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree not to build, create or construct or to permit to be built, created or constructed, any obstruction, building, engineering works, or other structures over or that would interfere with said pipeline or lines or Grantee's rights hereunder. Grantee hereby agrees to pay any damages which may arise to growing crops, pasturage, timber, fences or buildings of said Grantors from the exercise of the rights herein granted; said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantors, their successors, heirs or assigns, one to be appointed by the Grantee, its successors or assigns, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Should more than one pipeline be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as specified above, shall be paid for each such line laid.

It is agreed that the obligation of Grantee to make any payment hereunder shall be satisfied by delivery of such payment to any of the Grantors for the benefit of all Grantors.

Any pipeline constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation.

The Grantee shall have the right to assign this grant in whole or in part.

It is agreed that this grant covers all the agreements between the parties hereto and that no representations or statements, verbal or written, have been made, modifying or adding to or changing the terms of this agreement.

The interest of the Grantee in the property covered hereby is to be held by the Grantee, subject to the lien of and in accordance with the provisions of the Mortgage and Deed of Trust dated as of October 1, 1955, from Pacific Northwest Pipeline Corporation to J. P. Morgan & Co., Inc., and Robert P. Howe, as Trustees.

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee, its successors and assigns until such first pipeline be constructed and so long thereafter as a pipeline is maintained thereon.

IN WITNESS whereof the Grantors herein have executed this conveyance this 28 day of April, 1956.

WITNESSES:

Laurin T. Daves (Seal)  
Edna Daves (Seal)  
R. H. Johnson (Seal)

(4)

**SINGLE ACKNOWLEDGMENT**

STATE OF WASHINGTON

County of \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn personally appeared \_\_\_\_\_

to me known to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_

**JOINT ACKNOWLEDGMENT**

STATE OF WASHINGTON

County of Kittitas ss.

On this 28th day of January, A. D. 1917, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Lester J. Brown and Edna Brown

his wife, to me known to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Angus Erickson  
Notary Public in and for the State of Washington  
residing at Ellensburg

173  
255N33

**RIGHT OF WAY CONTRACT**

FROM  
Lester J. Brown

TO  
PACIFIC NORTHWEST PIPELINE CORPORATION

STATE OF WASHINGTON  
COUNTY OF Kittitas

I hereby certify that the within instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly recorded in Volume 97 of Records at Page \_\_\_\_\_ and examined \_\_\_\_\_

Blair, with  
(Title)  
Equity Trust Company

1000000  
JAN 31 1917  
ELLensburg, WASH.

**JOINT ACKNOWLEDGMENT**

STATE OF WASHINGTON

County of \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn personally appeared \_\_\_\_\_ and \_\_\_\_\_

his wife, to me known to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_



# PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M.

LEGAL DESCRIPTIONS  
ORIGINAL PARCELS - A.M. 560146 AND 560148

## SECTION 6

PARCEL A  
PARCEL A OF THAT CERTAIN SURVEY AS RECORDED MAY 3, 1989, IN BOOK 24 OF SURVEYS AT PAGES 464-467, UNDER AUDITOR'S FILE NO. 1899003, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL B  
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PARCEL C  
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PARCEL E  
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PARCEL F  
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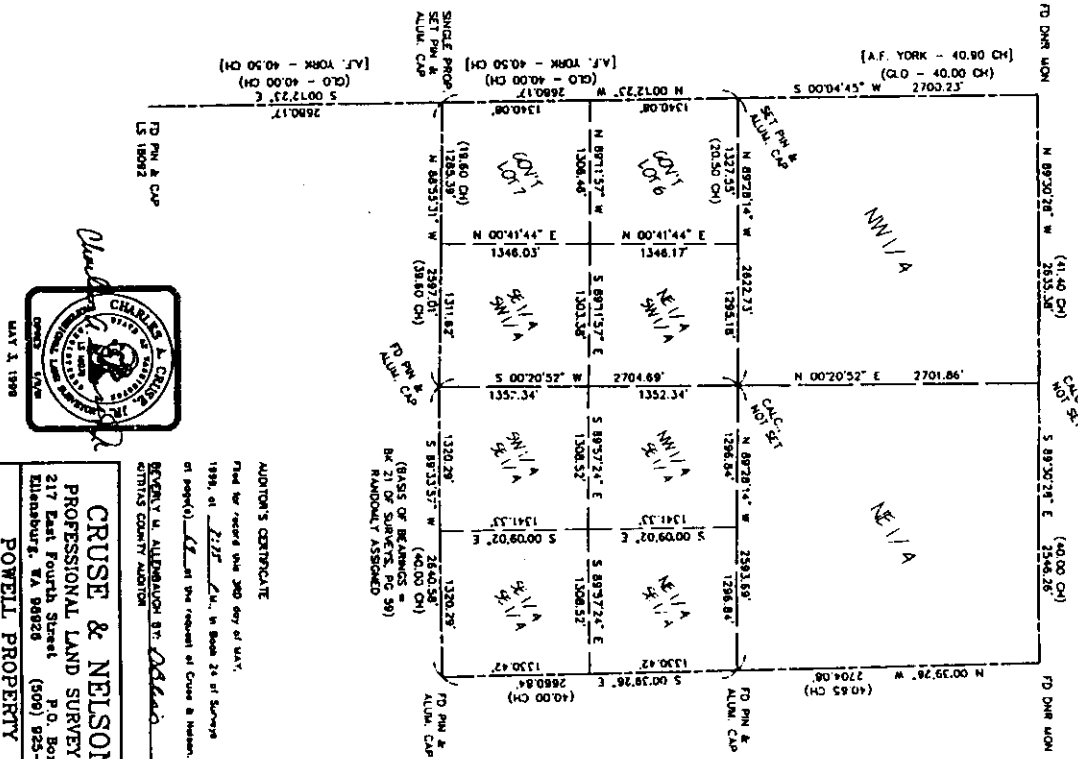
PARCEL W  
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NOTES:  
1. THIS SURVEY WAS PERFORMED USING A TOPCON GTS-3C TOTAL STATION, THE CONTROLLING MONUMENTS AND PROPERTY CORNERS WERE RE-ESTABLISHED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 1:10,000. 1:10,000 UNDER A CLOSED AFTER ADJUSTMENT.  
2. THIS SURVEY MAY NOT SHOW ALL EASEMENTS OR IMPROVEMENTS WHICH MAY PERTAIN TO THIS PROPERTY.  
3. OLD HISTORY:  
THE WEST AND NORTH BOUNDARIES OF SUBJECT SECTION 6 WERE SURVEYED BY GLO CONTRACTOR EDWARD GOODINGS IN 1868. SECTION LINES WERE SURVEYED IN 1868 BY LEWIS BEACH, CORNERS WERE TYPICALLY CHALKED STATE AND POST IN AROUND OR BATH WITH PITS. NO ORIGINAL CORNERS WERE FOUND. CORNER EVIDENCE IS AS FOLLOWS. CORNERS WERE VISITED MARCH 1989:  
5 1/4 COR AND SE SECTION COR - FOUND 5/8" PIN AND ALUMINUM CAP SET FOR BOOK 21 OF SURVEYS, PAGE 39 AND DOCUMENTED THEREON.  
NE COR AND E 1/4 COR - FOUND PIN AND CAP AT E 1/4 COR AND DNR MONUMENT AT THE NE COR. DOCUMENTED IN BOOK 21 OF SURVEYS, PAGES 9 AND 10. ALSO FOUND PIN AND CAP (LS 8823) 239.2' EASTERNLY AS DESCRIBED IN THE ABOVE MENTIONED SURVEY.  
N 1/4 COR - LOST; SINGLE PROPORTIONED.  
NW SECTION COR - FOUND A DNR CONCRETE MONUMENT (LS 8808) SET AT A THREE-WAY FENCE INTERSECTION. SET FOR BOOK 4 OF SURVEYS, PAGE 32. THIS IS THE LOCATION SHOWN ON THE SPA PLANS DATED 1963.  
W 1/4 COR - SET A PIN AND CAP IN THE MIDDLE OF AND EAST-WEST ROAD AT THE PROJECTED INTERSECTION OF A FENCELINE TO THE NORTH. THIS IS THE LOCATION SHOWN ON THE SPA PLANS DATED 1963.  
SW SECTION COR - LOST; SET A PIN AND ALUMINUM CAP AT THE SINGLE PROPORTIONED LOCATION.  
W 1/4 COR SECTION 7 - FOUND PIN AND CAP AT AN EAST-WEST-NORTH FENCE INTERSECTION, WHICH FITS LINES OF OCCUPATION AND TITLE.  
AS YORK COUNTY SURVEYOR RE-ESTABLISHED THE SECTION CORNERS ALONG THE WEST LINE OF SECTION 6 IN 1868. THE MEASUREMENTS SHOWN ON THIS SURVEY MATCH YORK'S MEASUREMENTS WITHIN THE TOLERANCES FOR PRE-1900'S SURVEYS.  
\* THESE PARCELS ARE EXEMPT FROM THE KITTITAS COUNTY SUBDIVISION ORDINANCE UNDER CHAP 18.04.020(1) AND (3).



CRUSE & NELSON  
PROFESSIONAL LAND SURVEYORS  
217 East Fourth Street  
P.O. Box 859  
Ellensburg, WA 98826  
(509) 923-4747

POWELL PROPERTY



AUDITOR'S CERTIFICATE  
I, the Auditor of Kittitas County, do hereby certify that the foregoing is a true and correct copy of the original record as the same appears in the records of Kittitas County.  
Witness my hand and the seal of said County at Ellensburg, Washington, this 1st day of May, 1999.  
Auditor of Kittitas County  
Charles L. Cruse

24/68-69

199905030046

Filed for Recording at the Request of  
and AFTER RECORDING MAIL TO:

Jeff Slothower - Attorney at Law  
P. O. Box 1088  
Ellensburg WA 98927

DOCUMENT TITLE: Declaration of Protective Covenants, Conditions and Restrictions  
DECLARANT: Pacific Exchange Company, an Oregon corporation  
LEGAL DESCRIPTION: S 1/2 Sec 6 & Sec 7, T 18 N, R 20 E.W.M.

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS**

This Declaration of Protective Covenants, Conditions and Restrictions is made and executed this \_\_\_\_\_  
day of July 12, 2000, by Pacific Exchange Company, an Oregon corporation, hereinafter referred  
to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in the County of Kittitas, State of Washington,  
as set forth in Paragraphs 2.1 and 2.2; and

WHEREAS, Declarant intends, through these covenants, conditions, and restrictions, to safeguard and  
preserve the Property; and

WHEREAS, it is desirable to protect the existing property values and the enjoyment thereof to the end  
that the owners of said portions of the Property have a means to establish and protect the character of said  
Property;

**NOW, THEREFORE,**

Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the  
following easements, restrictions, covenants, conditions, reservations, charges, liens, all of which are for the  
purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The restrictions,  
covenants, conditions, reservations, charges, and liens shall run with the Property and shall be binding upon all of  
the parties having or acquiring any right, title or interest in the Property or any part thereof and shall be binding  
upon their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.  
Attorneys at Law  
Post Office Box 1088  
201 West Seventh Avenue  
Ellensburg, Washington 98926  
Fax (509) 967-8093  
Tel (509) 925-6916

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#### I. DEFINITION

- 1.1 The words "real property" or "the property" shall mean and refer to all the property described in Article 2.1 and any additions therein.
- 1.2 The word "owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, which is a part of the Property and contract purchasers. The word "owner" shall also include any person or persons or entities holding a leasehold interest in any lot.
- 1.3 The word "lot" or "parcel" shall mean and refer to any and all individual parcels of real property as described in Articles 2.1 and 2.2.

#### II. PROPERTY SUBJECT TO DECLARATION

- 2.1 These covenants, conditions and restrictions also benefit and burden Parcels 1 through 12 of that certain survey as recorded June 5, 2000 in Book 25 of Surveys, Pages 43 through 45, under Auditor's File No. 200066050036, being a portion of Section 7, Township 18 North, Range 20 East, W.M., in the county of Kittitas, State of Washington.
- 2.2 These covenants, conditions and restrictions benefit and burden Parcels A-F of that certain survey as recorded May 3, 1999 in Book 24 of Surveys, Pages 68 and 69, under Auditor's File No. 1999050230046, being a portion of the South 1/2 of Section 6, Township 18 North, Range 20 East, W.M., in the county of Kittitas, State of Washington.

#### III. EFFECT OF COVENANTS

- 3.1 The covenants, conditions, reservations and restrictions herein set out are to run with the land and shall be binding upon all individuals and/or entities having or acquiring any right, title or interest in the property or any part thereof and shall be binding upon their heirs, successors and assigns and shall inure to the benefit of each owner of the property thereof in perpetuity. These covenants, restrictions and conditions benefit and burden the property described in Paragraphs 2.1 and 2.2.

#### IV. PROPERTY RESTRICTIONS

- 4.1 The owners shall use their respective properties for their own personal enjoyment so as not to offend or detract from any owner's enjoyment of their respective property.
- 4.2 Each main residence shall be of permanent construction and have not less than one thousand one hundred (1100) square feet or more of enclosed ground floor area devoted to living purposes. No multiple family residences of any kind shall be placed upon the property. All out buildings shall be finished in a manner to match or be coordinated with the residence constructed on the lot. Exterior siding shall be natural wood, stucco, brick or stone; no plywood or z-brick may be used as an exterior surface.
- 4.3 Any and all single family residences and any and all outbuildings situated on the property shall be conforming in nature, appearance and size, consistent with the rural setting within which said buildings are

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situated

4.4 No dwelling shall be used for any purpose other than one single family residence. There shall be no more than two residences or dwellings per parcel. There shall be no manufactured homes or mobile homes allowed on the property.

4.5 No structure of any type shall exceed more than 35 feet in height measured from foundation level to the top of the highest portion of said structure.

4.6 The exteriors, including roof and walls, of all structures on a parcel shall be constructed of new materials.

4.7 No house, appurtenance, or outbuilding shall be less than 25 feet from the nearest parcel boundary line and shall be located so as to avoid as much as possible the encroachment of any view from a dwelling on an adjoining parcel.

4.8 No structures shall be erected or placed upon any parcel until the plans and specifications thereof have been submitted to and are approved by the Kititas County Building Department. All structures shall conform to such approved plans, specifications, and materials as submitted to and approved by the Building Inspector of Kititas County.

4.9 All work of constructing, altering, or repairing any structure on any parcel shall be diligently prosecuted from the date of its commencement until completion thereof, but in no event shall the exterior be uncompleted for more than one (1) year from the date of commencement. The date of commencement shall be the issuance of a building permit by the appropriate governmental authority.

4.10 In the event of damage to or destruction of any structure, it shall either be rebuilt or shall be completely removed and the land restored so as to conceal the fact that any structure existed thereon. Owners shall have ninety (90) days to determine whether or not they shall rebuild and/or remove structures and thereafter shall complete rebuilding and/or removal within 240 days.

4.11 No part of the property shall be used for purposes other than agricultural, recreational, residential or equestrian activities.

4.12 No owner shall carry on any activity of any nature whatsoever on his property that is in derogation or violation of the laws or statutes of the State of Washington, Kititas County, the United States of America, or other applicable governmental entity.

4.13 No nuisance or offensive activities shall be carried on upon any property nor shall anything be done thereon which may become a nuisance as such is defined under the laws of the State of Washington, nor shall any lot be utilized for industrial or commercial use.

4.14 Trucks (including pickups and other passenger vehicles), boats, campers, tents, trailers, motorhomes, and commercial vehicles shall be permitted upon any parcel, providing the same is screened from view of the roads, common areas, and adjacent real property.

Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.

Attorneys at Law  
Post Office Box 1088  
201 West Seventh Avenue  
Ellensburg, Washington 98926  
Fax (509) 967-8093  
Tel (509) 925-6916



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- 4.15 No vehicles shall be parked or kept on the common roadway easements or in any rights of way.
- 4.16 No loud noise shall be allowed after 9:00 PM or before 7:00 AM without the consent of all property owners. This shall not apply to noise emanating from farm, construction or lawn maintenance equipment.
- 4.17 The property shall be maintained in a clean, sightly condition at all times and shall be kept free of all junk, junked and hulk vehicles, trash, litter, rubbish, garbage, weeds, debris, containers, equipment (other than farm equipment) and building materials. However, the reasonable keeping of the equipment and materials on a parcel during construction shall be permitted. All refuse and garbage shall be kept in sanitary containers which shall be concealed from view and protected from animal intrusion.
- 4.18 Household pets and all domestic farm animals shall be permitted on the real property for the purpose of private use and enjoyment. No other animals shall be raised, bred, or kept on the real property. All such animals shall be properly restrained, fenced, and otherwise kept so as to not interfere with the livestock of adjacent owners and/or so as to cause any threat or harm to any owner's property.
- 4.19 All owners of the property, by purchasing the property subject to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions and understand, acknowledge and agree that they have been informed that the property is located in an active agricultural area. Said owners of the property further understand and agree that they have been made aware of the specific right to farm laws which exist in this area and understand that, in the normal management of agricultural or related activities, there may be noise, dust, or other effects from the operation of farm equipment, irrigation pumps, and from the raising of cattle in the area, and that there will be movement of agricultural equipment and/or animals. The owners of the property further understand and agree that they have been made aware that in an agricultural area, ground and aerial application of seed, fertilizers, conditioners, herbicides, insecticides and related plant protection products occur on a regular basis. The owners of the property further understand and agree that they have been informed that these activities occur in both daylight and at night and at varying hours of the day and night. The owners of the property acknowledge and agree that by owning the property, they will be subjected to all of the above and possibly related activities and/or situations that may be perceived as a nuisance, but which are the result of agricultural activities. The owners of the property are precluded from commencing any type of lawsuit in any court of competent jurisdiction in which they could allege that they are being damaged as a result of agricultural activities occurring on or around their lot.
- 4.20 There shall be no signs erected or maintained on the property whatsoever including but without limitation commercial, political, and similar signs, visible from neighboring property, except:
- (a) such signs as may be required by law or by any legal proceeding;
  - (b) construction project identification signs if they do not exceed a combined total face area of eight square feet;
  - (c) signs not exceeding one square foot providing the name or number identification on a residential property, parking or storage area;
  - (d) during the time of construction of any structure, a job identification sign having a maximum face area of twenty square feet per sign;
  - (e) any owner wishing to sell or rent his property may place one sign not larger than six hundred (600) square inches advertising the property for rent, sale, etc.

Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.  
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Kititas Co Auditor JEFF SLOTHOWER

4.21 No oil drilling, oil development operations, oil refining, coring or mining operations of any kind will be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in or under the property.

#### 4.22 Utilities

4.22.1 All permanent utility systems, including water, gas, electric, cable television, and telephone shall be underground exclusively. All owners shall be required to connect their lot or unit to electric, water, and other utilities as those services become available to the property.

4.22.2 All sewage disposal facilities on the properties shall conform to the requirements for waste disposal imposed by the Kititas County Health Department. No disposal facility, or part thereof shall be installed on or in an owner's lot unless the same has been previously approved for use thereon or therein by the Kititas County Health Department. Every owner shall at all times maintain his sewage disposal system in good working order and shall assume all maintenance costs thereof.

### V. ENFORCEMENT

5.1 In the event there is a violation of the terms and conditions of these Covenants, Conditions and Restrictions as herein set forth or as hereinafter amended, the property owner, jointly with other lot owners or severally or the owners of the property or portions of the property described in Paragraph 2.2, shall have the right to proceed at law or in equity to collect damages or to compel compliance with the terms and conditions of these Covenants, Conditions and Restrictions or to prevent the violation or anticipated violation or breach of any covenant, condition or restriction contained herein. The prevailing party in such litigation shall also be entitled to reasonable attorney fees and costs incurred in such litigation against the non-prevailing party. In the event any suit brought to enforce the terms and conditions of these Covenants, Conditions and Restrictions results in a monetary judgment against a lot owner, said judgment shall become a lien against that person or entity's lot. Said lien shall be foreclosed in the manner provided by Washington State laws for foreclosure of a mortgage. In addition to having the lien, the holder of judgment against any lot owner for any monetary damages awarded as a result of a violation of these restrictive Covenants, Conditions and Restrictions, shall have the option of proceeding personally against the owner of a lot or the option of foreclosing the lien in the lot owner's property. Any acts to foreclose the lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for an in prosecution of such action in addition to taxable costs, all as permitted by law. Venue for such proceedings shall be laid in Kititas County, Washington.

5.2 The covenants and restrictions of this Declaration shall run with the land for a term of twenty-five (25) years from the date this Amended and Revised Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during those first twenty-five (25) years by an instrument signed by not less than eighty percent (80%) of the owners of all lots and/or condominium units and thereafter by an instrument signed by not less than seventy percent (70%) of the owners of all lots and/or condominium units. Any amendment must be recorded. In no event shall any amendment require more onerous restrictions than those herein as to any existing structure unless the same be unanimously approved by the owners.

Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.  
Attorneys at Law  
Post Office Box 1088  
201 West Seventh Avenue  
Ellensburg, Washington 98926  
Fax (509) 962-8093  
Tel (509) 925-6916



IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

Pacific Exchange Company, an Oregon corporation  
Patrick H. Jensen  
Patrick H. Jensen, Vice President

STATE OF Oregon )  
County of Multnomah ) ss.

I certify that I know or have satisfactory evidence that Patrick H. Jensen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Pacific Exchange Company, an Oregon corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 12<sup>th</sup> day of July, 2000.

Lori L. Perkins  
Printed Name: Lori L. Perkins  
Notary Public in and for the State of Washington Oregon  
My Appointment Expires: Aug 07, 2003

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Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.  
Attorneys at Law  
PO Box 1088/201 West 7<sup>th</sup> Avenue  
Ellensburg, WA 98926  
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Filed for Recording at the Request of  
and AFTER RECORDING MAIL TO.

Jeff Slothower, Attorney at Law  
P. O. Box 1088  
Ellensburg WA 98926

DOCUMENT TITLE: Declaration of Irrigation Water Use Agreement  
DECLARANT: Pacific Exchange Company, an Oregon corporation  
LEGAL DESCRIPTION: S 1/2 Sec 6 & Sec 7, T 18 N, R 20 E, W M.

**DECLARATION OF IRRIGATION WATER USE AGREEMENT**

This Declaration of Irrigation Water Use Agreement is made and executed this 12 day of July, 2000, by Pacific Exchange Company, an Oregon corporation, hereinafter referred to as "Declarant."

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in the County of Kittitas, State of Washington, as set forth in Paragraphs 2.1 and 2.2; and

WHEREAS, Declarant intends, through this Declaration of Irrigation Water Use Agreement to safeguard and preserve the ability to irrigate the individual parcels of property in a manner consistent with the historic irrigation of the Property; and

WHEREAS, It is not possible to locate, with specificity, each and every ditch, irrigation structure and other physical improvement necessary for the transmission of irrigation water; and

**NOW, THEREFORE,**

Declarant hereby declare: that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, charges, liens, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and to safeguard and preserve the ability to irrigate the individual parcels of property in a manner consistent with the historic irrigation of the Property. The restrictions, covenants, conditions, reservations, charges, and liens shall run with the Property and shall be binding upon all of the parties having or acquiring any right, title or interest in the Property or any part thereof and shall be binding upon their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

Ladon Winbauer, Harrel Slothower & Denson L.L.P.  
Attorneys at Law  
P.O. Box 1088/211 West 7th Avenue  
Ellensburg, WA 98926  
Fax (509) 962-8093  
Tel (509) 925-6916

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#### I. DEFINITION

1.1 The words "real property" or "the property" shall mean and refer to all the property described in Paragraphs 2.1 and 2.2 and any additions therein.

1.2 The word "owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, which is a part of the Property and contract purchasers. The word "owner" shall also include any person or persons or entities holding a leasehold interest in any lot.

1.3 The word "lot" or "parcel" shall mean and refer to any and all individual parcels of real property as described in Paragraphs 2.1 and 2.2.

#### II. PROPERTY SUBJECT TO DECLARATION

2.1 These covenants, conditions and restrictions also benefit and burden Parcels 1 through 12 of that certain survey as recorded June 5, 2000 in Book 25 of Surveys, Pages 43 through 45, under Auditor's File No. 200066050036, being a portion of Section 7, Township 18 North, Range 20 East, W.M., in the county of Kittitas, State of Washington.

2.2 These covenants, conditions and restrictions benefit and burden Parcels A-F of that certain survey as recorded May 3, 1999 in Book 24 of Surveys, Pages 68 and 69, under Auditor's File No. 1999050230046, being a portion of the South 1/2 of Section 6, Township 18 North, Range 20 East, W.M., in the county of Kittitas, State of Washington.

#### III. EFFECT OF COVENANTS

3.1 The covenants, conditions, reservations and restrictions herein set out are to run with the land and shall be binding upon all individuals and/or entities having or acquiring any right, title or interest in the property or any part thereof and shall be binding upon their heirs, successors and assigns and shall inure to the benefit of each owner of the property thereof in perpetuity. These covenants, restrictions and conditions benefit and burden the property described in Paragraphs 2.1 and 2.2.

#### IV. PROPERTY WITH NO IRRIGATION WATER

4.1 Parcels A through F, as described in Paragraph 2.2, have no surface water rights and, as such, the owners of said parcels are not able to divert and use surface water absent a determination by the Washington State Department of Ecology or its successor agency or by a court of competent jurisdiction that said parcels have an appurtenant right to divert and use surface water.

4.2 Despite the fact that Parcels A through F, as described in Paragraph 2.2, are not entitled to divert and use surface water, the owners of Parcels A through F, and their successors and assigns, are subject to the irrigation restrictions set forth in Paragraphs 5.1, 5.2, 5.3, and 6.1. The owners of Parcels A through F, as described in Paragraph 2.2, are not obligated to share in the expense of maintaining, repairing, or replacing or irrigation water diversions or conveyance systems except as required in Paragraphs 5.1, 5.2, and 5.3.

4.3 Located on Parcel E is a groundwater well. The Declarant, on behalf of Declarant and Declarant's predecessors and assigns, makes no representation, warranty, or promise of any kind regarding the well, the ability to use said well, the quality or quantity of water in said well. Notwithstanding the foregoing, Parcels D, E, and F, as described in Paragraph 2.2, shall each have the right to use said well located on Parcel E. Said right to use the well is subject to the laws, rules, and regulations imposed upon the right to use groundwater by the Washington State

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Kittitas Co Auditor JEFF SLOTHOWER

Department of Ecology, Washington State Department of Health, and any other local, state, or federal entity having jurisdiction over the withdrawal and use of groundwater from the well.

#### V. IRRIGATION SYSTEM RESTRICTIONS

5.1 No parcel or lot owner shall do anything or construct any improvement on that individual's parcel which interferes with, restricts, or alters the flow of irrigation onto, across, or off their parcel of property except as provided in Paragraph 5.3.

5.2 Each parcel owner shall have the obligation to ensure that irrigation water and irrigation water runoff exits their parcel at the historic point of exit.

5.3 In the use of the property and improvement of property, a property owner may convert surface irrigation water conveyance ditches to underground irrigation water conveyance systems so long as in doing so the landowner (a) does so at that landowner's sole cost and expense; (2) the conversion of surface to subsurface conveyance does not alter, impair, or relocate the point where the water enters and exists the landowner's property and said conversion does not restrict, diminish, or decrease the quantity of water historically carried in the surface water conveyance system being replaced.

#### VI. IRRIGATION WATER ROTATION

6.1 To effectively and efficiently irrigate each parcel of property legally described in Paragraph 2.1 hereof requires that the irrigation water be used on one parcel and then moved to the next parcel. In order to facilitate this, all of the property owners are under an obligation to cooperate with other landowners in the delivery and use of irrigation water.

6.2 The owner of Lot 10 is hereby designated the water master.

6.2.1 The water master will coordinate the rotation of irrigation water among the parcels. The water master will also coordinate the repair, maintenance, or replacement of diversion and conveyance facilities which are common to all lot owners. If irrigation water and diversion and/or conveyance facilities need repair or maintenance, the cost shall be borne by lot owners by determining the number of parcels which use the particular diversion or conveyance facility. For purposes of this agreement, a lot owner uses a diversion or conveyance facility if a lot owner receives any amount of water from that diversion point or via the conveyance facility. Once the number of users is determined, then the cost of the repair or maintenance shall be divided by the number of users and each user shall pay that amount.

6.2.2 The water master will maintain or cause to be maintained enough water in the system at appropriate times to meet the irrigation requirements of users in this system.

6.2.3 So long as the water master uses his best effort to operate the system, the water master shall not be liable to any user or group of users served under this agreement. Under no circumstances shall the water master have liability of any kind for water related shortages or drought adversities due to shortages to any user or group of users.

6.2.4 In the event the water master, in his discretion, may desire to relinquish his responsibilities described herein, he will do the following to provide for orderly succession:

- (a) Notify the users in this agreement of an intent to resign within 30 days of the date of written notice to each user. The users will elect a

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replacement water master by simple majority and notify the withdrawing water master of the outcome.

- (b) Failure of the users to elect a replacement as described above, the water master may appoint a replacement water master to serve until the users elect a replacement as provided above.

#### VII. EASEMENT

7.1 Declarant, for and on behalf of each lot owner, grants a nonexclusive easement and right of way to each lot owner to go on any lot described in Paragraphs 2.1 and 2.2 for the purpose of using, maintaining, repairing, cleaning, or replacing any irrigation diversion structure or irrigation water conveyance system including irrigation ditches. Said easement created herein is limited in scope and use to that which is reasonably necessary to accomplish the stated purposes of said easement.

7.2 Notwithstanding the foregoing, in the event a lot owner in using the nonexclusive easement reasonably needs to use mechanized equipment of any kind, said lot owner shall give notice to the owner of the lot of the need to bring mechanized equipment onto the property of another.

#### VIII. ENFORCEMENT

8.1 In the event there is a violation of the terms and conditions of these Covenants, Conditions and Restrictions as herein set forth or as hereinafter amended, the property owner, jointly with other lot owners or severally or the owners of the property or portions of the property described in Paragraphs 2.1 and 2.2, shall have the right to proceed at law or in equity to collect damages or to compel compliance with the terms and conditions of these Covenants, Conditions and Restrictions or to prevent the violation or anticipated violation or breach of any covenant, condition or restriction contained herein. The prevailing party in such litigation shall also be entitled to reasonable attorney fees and costs incurred in such litigation against the non-prevailing party. In the event any suit brought to enforce the terms and conditions of these Covenants, Conditions and Restrictions results in a monetary judgment against a lot owner, said judgment shall become a lien against that person or entity's lot. Said lien shall be foreclosed in the manner provided by Washington State laws for foreclosure of a mortgage. In addition to having the lien, the holder of judgment against any lot owner for any monetary damages awarded as a result of a violation of these restrictive Covenants, Conditions and Restrictions, shall have the option of proceeding personally against the owner of a lot or the option of foreclosing the lien in the lot owner's property. Any acts to foreclose the lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for an in prosecution of such action in addition to taxable costs, all as permitted by law. Venue for such proceedings shall be laid in Kittitas County, Washington.

8.2 The covenants and restrictions of this Declaration shall run with the land for a term of twenty-five (25) years from the date this Amended and Revised Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during those first twenty-five (25) years by an instrument signed by not less than eighty percent (80%) of the owners of all lots and/or condominium units and thereafter by an instrument signed by not less than seventy percent (70%) of the owners of all lots and/or condominium units. Any amendment must be recorded. In no event shall any amendment require more onerous restrictions than those herein as to any existing structure unless the same be unanimously approved by the owners.

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Ellensburg, WA 98926  
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Tel (509) 925-6916



IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

Pacific Exchange Company, an Oregon corporation

Patrick H. Jensen  
Patrick H. Jensen, Vice President

STATE OF Oregon )  
County of Multnomah ) ss.

I certify that I know or have satisfactory evidence that Patrick H. Jensen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Pacific Exchange Company, an Oregon corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 12<sup>th</sup> day of July, 2000.

Lori L. Perkins  
Printed Name: Lori L. Perkins  
Notary Public in and for the State of Oregon  
My Appointment Expires: Aug 07, 2003

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Lathrop, Winbauer, Harrel, Slothower & Denison LLP  
Attorneys at Law  
PO Box 1088/201 West 7<sup>th</sup> Avenue  
Ellensburg, WA 98926  
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Tel (509) 925-6916



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Kittitas Co Auditor AMERITITLE

After Recording Return To:  
OHIO SAVINGS BANK  
1801 E. 9TH STREET  
CLEVELAND, OH 44104

Assessor's Parcel or Account Number: 18-19-01000-004

Abbreviated Legal Description:

Full legal description located on page 11 [Include lot, block and plat or section, township and range]

LOAN #: 6581724

[Space Above This Line For Recording Data]

## DEED OF TRUST

24-  
Amt 87443

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated MARCH 16, 2001, together with all Riders to this document.

(B) "Borrower" is GAYLORD H KELLOGG, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is ARBORETUM MORTGAGE CORPORATION.

Lender is a CORPORATION  
laws of WASHINGTON.

2825 EASTLAKE AVE E. #110, SEATTLE, WA 98102.

organized and existing under the  
Lender's address is

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is AMERITITLE-ELLENSBURG.

(E) "Note" means the promissory note signed by Borrower and dated MARCH 16, 2001.

The Note states that Borrower owes Lender \*\*\*\*\*FIVE HUNDRED THOUSAND AND NO/100  
Dollars (U.S. \$500,000.00 ) plus interest. Borrower has promised to pay this debt in regular

Periodic Payments and to pay the debt in full not later than APRIL 1, 2031.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

WASHINGTON—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3048 1/01 Page 1 of 10

Initials: GML  
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LOAN #: 6581724

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input checked="" type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify]           |
| <input checked="" type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |   |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY

[Type of Recording Jurisdiction] of KITTITAS

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

AP #: 18-19-01000-004

which currently has the address of 3291 & 3293 COOKE CANYON ROAD, ELLENSBURG,

Washington 98926 ("Property Address");

[Street] [City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

WASHINGTON--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3043 1/01

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Kittitas Co Auditor AMERITITLE

LOAN #: 6581724

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA.



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Kittling Co Auditor APERTITLE

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Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened.



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During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the

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Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise



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agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.





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16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means



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federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Use of Property. The Property is not used principally for agricultural purposes.

26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.

Initials: C M K  
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 03/21/2001 01:00P  
 OT 24.00

Kittling Co Auditor AGREEMENT

LOAN #: 6581724

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT,  
 OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE  
 UNDER WASHINGTON LAW.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security  
 Instrument and in any Rider executed by Borrower and recorded with it.  
 Witness:

*Gaylord M Kellogg* (Seal)  
 GAYLORD M KELLOGG

State of: WASHINGTON County of: \_\_\_\_\_ SS: \_\_\_\_\_

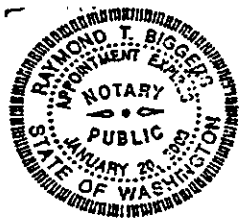
On this day personally appeared before me \_\_\_\_\_  
GAYLORD M KELLOGG

to me known to be the individual \_\_\_\_\_ described in and who  
 executed the within and foregoing instrument, and acknowledged that  
HE signed the same as HLS free and voluntary act  
 and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19<sup>TH</sup> day of MARCH  
2001

*Raymond T. Biggers*  
 Notary Public in and for the State  
 of Washington, residing at  
Seattle WA

My Appointment Expires on: 1/20/2003





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DT 24.00

Kittitas Co Auditor AMERITITLE

**Legal Description:**

The Northeast Quarter of Section 12, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington;

AND

The West Half of the Northwest Quarter of Section 7, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington; EXCEPT rights-of-way of Cooke Canyon Road along the East boundary and Gage Road along the North boundary thereof;

AND

The Southeast Quarter of Section 1, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington;

AND

Government Lots 6 and 7, Section 6, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington; EXCEPT rights-of-way for Coleman Creek Road and Cooke Canyon Road along the North and East boundaries of said premises.



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DT 24.00

Kittitas Co Auditor AMERITITLE

# 1-4 FAMILY RIDER (Assignment of Rents)

LOAN #: 6581724

THIS 1-4 FAMILY RIDER is made this 16TH day of MARCH, 2001, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ARBORETUM MORTGAGE CORPORATION, A WASHINGTON CORPORATION

(the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at: 3291 & 3293 COOKE CANYON ROAD, ELLENSBURG, WA 98926.

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and

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KILLIAS Co Auditor AMERITITLE

then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.


If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**L. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

  
GAYLORD M. KELLOGG (Seal)



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MULTISTATE CO. AUDITOR AMERITITLE

LOAN #: 6581724

**ADJUSTABLE RATE RIDER**  
(1 Year Treasury Index--Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 16TH day of MARCH, 2001, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ARBORETUM MORTGAGE CORPORATION, A WASHINGTON CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 3291 & 3293 COOKE CANYON ROAD  
ELLENSBURG, WA 98926

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 7.750%. The Note provides for changes in the interest rate and the monthly payments as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES****(A) Change Dates**

The interest rate I will pay may change on the 1ST day of APRIL, 2006, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE percentage point(s) ( 3.000% ) to the Current Index. The Note Holder will then round the result of this addition to the nearest ONE-EIGHTH OF ONE percentage point(s) ( 0.125% ). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

MULTISTATE ADJUSTABLE RATE RIDER--ARM 5-1--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3108 1/01

MULTISTATE ADJUSTABLE RATE RIDER--ARM 5-2--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3111 1/01



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DT 24.00

LOAN #: 6581724

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 13.750%, or less than 3.000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage point(s) ( 2.000% ) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.750%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Section 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

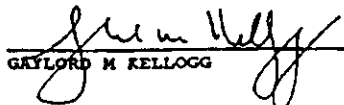




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Kittitas Co Auditor AMERITITLE

LOAN #: 6581724  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
GAYLORD M KELLOGG (Seal)

MULTISTATE ADJUSTABLE RATE RIDER-ARM 5-1-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3108 1/01

MULTISTATE ADJUSTABLE RATE RIDER-ARM 5-2-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3111 1/01

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Page: 17 of 17  
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DT 24.00

Kittitas Co Auditor MERITITLE

LOAN #: 6581724

## SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 16TH day of MARCH, 2001, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to ARBORETUM MORTGAGE CORPORATION

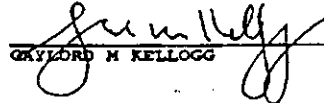
(the "Lender")  
of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: 3291 & 3293 COOKE CANYON ROAD, ELLENSBURG, WA 98926.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. **Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

 (Seal)  
GAYLORD M KELLOGG



200103210015  
 Page: 1 of 1  
 03/21/2001 01:00P  
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After Recording Return To:  
 OHIO SAVINGS BANK  
 1801 E. 9TH STREET  
 CLEVELAND, OH 44104

REFERENCE #:  
 ASSIGNEE: OHIO SAVINGS BANK, A FEDERAL SAVINGS BANK

ASSIGNOR: ARBORETUM MORTGAGE CORPORATION, A WASHINGTON CORPORATION

# ASSIGNMENT OF DEED OF TRUST <sup>8-</sup> AMT 87443

LOAN #: 6581724

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is  
 2825 EASTLAKE AVE E. #110, SEATTLE, WA 98102

does hereby grant, sell, assign, transfer and convey, unto OHIO SAVINGS BANK

existing under the laws of THE UNITED STATES OF AMERICA, a corporation organized and  
 whose address is 1801 EAST NINTH STREET, #200, CLEVELAND, OH 44114 (herein "Assignee"),

all beneficial interest under a certain Deed of Trust, dated MARCH 16, 2001, made and  
 executed by GAYLORD M KELLOGG, A MARRIED MAN, AS HIS SOLE AND SEPARATE  
 PROPERTY

TO AMERITITLE-ELLENSBURG

and given to secure payment of \$500,000.00 which Deed of Trust is of record in Book, Volume, or  
 (Original Amount of Principal)

Liber No. \_\_\_\_\_, at page \_\_\_\_\_ (or as No. 200103210014 )  
 of the \_\_\_\_\_, Records of KITTITAS \_\_\_\_\_ County,

State of WASHINGTON, together with the note(s) and obligations therein described, the money  
 due and to become due thereon with interest, and all rights accrued or to accrue under such Deed of Trust.

TO HAVE AND TO HOLD, the same unto Assignee, its successor and assigns, forever, subject only to the  
 terms and conditions of the above-described Deed of Trust.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Deed of Trust on  
 ARBORETUM MORTGAGE CORPORATION, A  
 WASHINGTON CORPORATION



Attest

By: [Signature]  
 (Signature)

State of Washington  
 County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that Michael E. Skowall  
 is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath  
 stated that he/she was authorized to execute the instrument and acknowledged it as the

VICE PRESIDENT of ARBORETUM MORTGAGE

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated: 3-19-2001

Raymond T. Biggers (Signature)

Notary (Title)

My appointment expires 1/20/2003

WAGVAS (L0233.1)

WAGVAS 901

19



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Page: 1 of 2  
10/03/2001 10:21A  
ERS 9.00

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: ROW Department, OBC-11N  
P.O. Box 97034  
Bellevue, WA 98009-9734  
Attn: M. Lamping

Real Estate Excise Tax

Exempt

Kittitas County Treasurer

By [Signature]  
10/03/01

**EASEMENT**  
(customer form)

**ORIGINAL**

**REFERENCE #:**

**GRANTOR:** KELLOGG, GAYLORD M.  
**GRANTEE:** PUGET SOUND ENERGY, INC.

**SHORT LEGAL:** NE 12-18-19; W 4 NW 7-18-20; SE 1-18-19 see full legal on page 2  
**ASSESSOR'S PROPERTY TAX PARCEL:** 18-19-12000-0001; 18-20-07000-0007;  
18-19-01000-0004; 18-20-06000-0010

**OP or U MAP NO:** 1820-C-024 **JOB NO:** 105014006 **FILE:** 34612

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid,

Gaylord M. Kellogg

("Grantor" herein), its successors and assigns hereby conveys and warrants to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein), its successors and assigns for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property ("Property" herein) in Kittitas County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

**EASEMENT LOCATION:** Except as may be otherwise set forth herein, Grantee's rights shall be exercised upon that portion of the Property (the "Easement Area" herein) that is ten (10) feet in width having five (5) feet of such width on each side of the centerline of Grantee's systems located as constructed or to be constructed, extended or relocated on the Property, except those portions of the Property occupied by existing building footings, foundations, and/or subsurface structures.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of gas and electricity. Together with the right of access over and across said Property to enable Grantee to exercise its rights hereunder. As used herein, the term "systems" shall include all appurtenances and facilities as are necessary, in the judgment of Grantee, for the operation and maintenance of said systems.  
2. Grantor's Use of Easement Area. Grantor agrees not to erect any structures on said Easement Area, and further agrees not to place trees, rockeries, fences or other obstructions on the Property that would interfere with the exercise of Grantee's rights herein.

DATED this 10<sup>th</sup> day of May, 2001

GRANTOR: BY: [Signature]

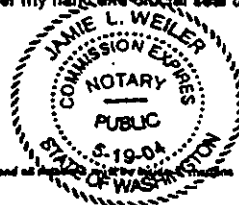
NOTES: SIGNATURES ARE REQUIRED OF ALL CO-OWNERS OF PROPERTY

BY: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ ) SS

On this 10 day of May, 2001, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gaylord M. Kellogg to me known to be the individual(s) who executed the within and foregoing instrument(s) and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this hereto affixed the day and year in this certificate first above written.



[Signature]  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at Scottdale, 111A 98107  
My appointment expires 19 May 2001

19



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Page: 2 of 2

10/03/2001 10:21A

EAS 9.00

## EXHIBIT "A"

The Northeast Quarter of Section 12, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington;

AND

The West Half of the Northwest Quarter of Section 7, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington; EXCEPT rights-of-way of Cooke Canyon Road along the East boundary and Gage Road along the North boundary thereof;

AND

The Southeast Quarter of Section 1, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington;

AND

Government Lots 6 and 7, Section 6, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington; EXCEPT rights-of-way for Coleman Creek Road and Cooke Canyon Road along the North and East boundaries of said premises.

COMMITMENT FOR TITLE INSURANCE

Name SCHULTZ - BLACK ROCK <sup>W. AUTOMATA</sup>  
 Owner SWEETGRASS INVESTMENTS  
 PO# 2970  
 Policy# 0088363  
 Initials df  
 Rec'd 7/26/01

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:  
 AMERITITLE  
 P.O. BOX 617  
 103 WEST 5TH AVENUE  
 ELLENSBURG, WA 98926  
 (509) 925-1477

CHICAGO TITLE INSURANCE COMPANY

By:

*Robert A. St. E.*

President

By:

*Barbara J. Smith*

Secretary



*Brigid Ceff*  
 .....  
 Authorized Signature

## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured where are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## EXCLUSIONS

**NOTE: THE FORM OF POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.**

The Exclusions from Coverage referred to in Paragraph 3 of the Conditions and Stipulations are as follows:

### ALTA OWNER'S POLICY FORM 10-17-92

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

### EXCLUSIONS (Cont'd.)

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

### ALTA LOAN POLICY FORM (10-17-92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.



## COMMITMENT FOR TITLE INSURANCE

Prepared for:  
Bonneville Power Administration

Inquiries should be made to:  
AMERITITLE  
P. O. Box 617  
101 West 5th Avenue  
Ellensburg WA 98926  
(509)925-1477 / FAX (509)962-3111

### SCHEDULE A

File No.: 0088363

Your Reference No.: #2970/ TR01B-R2970

1. Effective Date: June 21, 2001, at 8:00 a.m.

2. Policy or Policies to be issued:

|  |             |           |
|--|-------------|-----------|
| A. <input checked="" type="checkbox"/> ALTA USA Owner's Policy - (10-17-92)    | Amount: \$  | 20,000.00 |
| <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Extended | Premium: \$ | 220.00    |
| Proposed Insured:  | Tax: \$     | 16.94     |

**U.S. DEPARTMENT OF ENERGY BONNEVILLE POWER ADMINISTRATION**

3. The estate or interest in the land which is covered by this Commitment is:

**FEE SIMPLE ESTATE**

4. Title to the estate or interest in the land is at the effective date hereof vested in:

**SWEETGRASS INVESTMENTS LLC**

5. The land referred to in this Commitment is described as follows:

**The North Half of the Southeast Quarter of the Southeast Quarter of Section 6, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.**

**END OF SCHEDULE A**

## SCHEDULE B

File No.: 0088363

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### GENERAL EXCEPTIONS:

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

### SPECIAL EXCEPTIONS:

- 1. Lien of real estate excise sales tax upon any sale of said premises, if unpaid. Real estate excise tax on said property is subject to tax at the rate of 1.53% (State = 1.28%; Local = 0.25%).
- 2. Easement for irrigation ditch or ditches as disclosed by Certificates of Water Right, granted by the State of Washington to M.D. Cook, William H. Bott and Ernest Barnhart, and recorded in Book 4 of Water Rights at pages 100, 101, 106 and 108. Said water rights provide for right to use water of Cooke Creek with point of diversion in the Southeast Quarter of the Southeast Quarter of said Section 6.
- 3. Terms and conditions of Transmission Line Easement dated April 8, 1964, and recorded April 21, 1964, in Book 115 of Deeds, page 50, under Kittitas County Auditor's File No. 312026, executed by Victor Piro and Edith L. Piro, husband and wife, to the United States of America.
- 4. Right-of-way for Colockum County Road along the East boundary thereof.

No  
Doc

CONTINUED

## **SCHEDULE B (Continued)**

File No.: 0088363

5. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.  
(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph I in the general exceptions which are printed on Schedule B herein.

The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies.

**END OF SCHEDULE B**

## **SCHEDULE C**

File No.: 0088363

### **THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:**

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.

### **END OF REQUIREMENTS**

**NOTES:** The following matters will not be listed as Special Exceptions in Schedule B of the policy or policies to be issued. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy or policies to be issued:

1. Suggested abbreviated legal (for use when a standardized cover sheet is required for recording):  
Portion of the Southeast Quarter of Section 6, Township 18 N, Range 20 E, W.M.
2. General taxes and assessments for the year 2001 have been paid.  
Amount : \$351.87  
Tax Parcel No. : 18-20-06000-0013 (R375034)
3. In the event this transaction fails to close and this commitment is canceled, a minimum cancellation fee of \$53.85 will be charged to comply with the State Insurance Code and the filed schedule of this Company.

### **END OF NOTES**

### **END OF SCHEDULE C**

BC/bj

1cc: Bonneville Power Administration  
Attn: Ellen Camp  
P.O. Box 3621  
Portland, OR 97208

OFFICIAL MAP

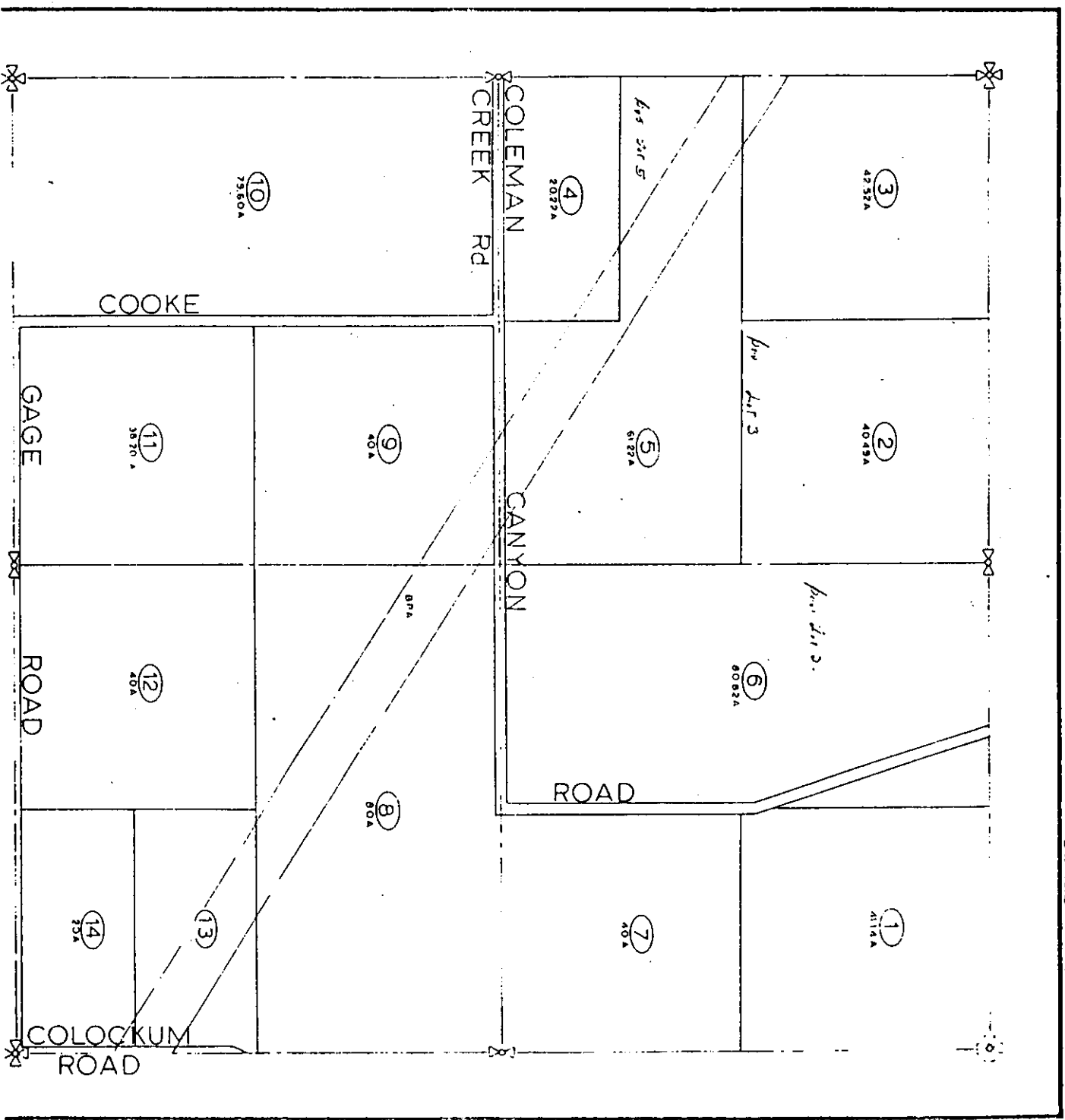
6 · 18 · 20

NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT OF COUNTY ASSESSOR

SCALE 1 INCH=400 FEET

Compliments of: AmeriTitle

This sketch is furnished for informational purposes only  
to assist in property location with references to streets  
and other parcels. No representation is made as to accuracy  
and the Company assumes no liability for any loss  
occurring by reason of reliance thereon.



This line is One inch on original

Scale given indicates that it is not on the map

0088363

Sweetgrass LLC

Filed for Recording at the Request of  
and AFTER RECORDING MAIL TO:Recorded in the County of Kittitas, WA  
Beverly M. Allenbaugh, Auditor

14.00

199910260015 4:08pm 10/26/99

Sweetgrass Investments  
823 Carriage Hill Dr.  
Yakima, WA 98908001 4017128 04 02  
103 7 9054 0.00 6.00AMT-008434E  
14-DOCUMENT TITLE:  
GRANTOR:

STATUTORY WARRANTY DEED

BYRON PIRO, an undivided 1/3 interest, as his separate estate; JEANINE RUTH VENNEBERG, an undivided 2/15 interest, as her separate estate; DOUGLAS RALPH PIRO, an undivided 2/15 interest, as his separate estate; GARY L. PIRO, an undivided 2/15 interest, as his separate estate; EDITH MARIE LUCAS, an undivided 2/15 interest, as her separate estate, and DONALD VICTOR PIRO, an undivided 2/15 interest, as his separate estate

GRANTEE:

SWEETGRASS INVESTMENTS LLC

LEGAL DESCRIPTION:

Section 6, Township 18 N, Range 20 E, W.M.; Southeast Quarter of Southeast Quarter

ASSESSOR'S TAX

PARCEL NUMBER:

18-20-06000-0013 (R375034)

STATUTORY WARRANTY DEED

THE GRANTOR, BYRON PIRO, an undivided 1/3 interest, as his separate estate; JEANINE RUTH VENNEBERG, an undivided 2/15 interest, as her separate estate; DOUGLAS RALPH PIRO, an undivided 2/15 interest, as his separate estate; GARY L. PIRO, an undivided 2/15 interest, as his separate estate; EDITH MARIE LUCAS, an undivided 2/15 interest, as her separate estate, and DONALD VICTOR PIRO, an undivided 2/15 interest, as his separate estate, for and in consideration of Ten (\$10.00) Dollars and other valuable consideration, convey and warrant to SWEETGRASS INVESTMENTS LLC, the following described real property situated in Kittitas County, State of Washington:

The North half of the Southeast Quarter of the Southeast Quarter of Section 6, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.

TOGETHER WITH all water rights and irrigation ditches, if any, appurtenant thereto.

SUBJECT TO easement for irrigation ditch or ditches as disclosed by Certificates of Water Right, granted by the State of Washington to M. D. Cook, William H. Bott, and Ernest Barnhart, and recorded in Book 4 of Water Rights at pages 100, 101, 106, and 108. Said water rights provide for right to use water of Cooke Creek with point of diversion in the Southeast quarter of the Southeast quarter of said Section 6.

Jeff Shohmer  
Lathrop, Winkham, Hornet & Shohmer L.L.P.  
Attorneys at Law  
Post Office Box 1000  
201 West Broadway, Ste 1000  
Ellensburg, Washington 98926  
Ph: 509.925.5116

-1-

30470

TESTING DRHD

199910260015

SUBJECT TO terms and conditions of Transmission Line Easement dated April 8, 1964, and recorded April 21, 1964, in Book 115 of Deeds, page 50, under Kittitas County Auditor's File No. 312026, executed by Victor Piro and Edith L. Piro, husband and wife, to the United States of America.

SUBJECT TO pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington. (Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

SUBJECT TO right of way for Colockum County Road along the East boundary thereof.

SUBJECT TO rights or claims disclosed only by possession, or claimed possession, of the premises: encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey; easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records; any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown of public records; taxes of special assessments which are not yet payable or which are not shown as existing liens by the public records; any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal; reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes; water rights, claims, or title to water; defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the date hereof.

DATED this 4 day of October, 1999.

Byron Piro  
Byron Piro

STATE OF WASHINGTON )

County of King ) ss.

I certify that I know or have satisfactory evidence that BYRON PIRO is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

Dated October 4, 1999.

RE EXCISE TAX PAID

Amount 9180

Date 10-26-99

Affidavit No. 9054

KITTITAS COUNTY TREASURER

By S. J. J. J.

Anne Tyson  
Printed Name: Anne Tyson  
Notary Public in and for the State of Washington  
My Commission Expires: 9/1/00

Jeff Slothover  
Lathrop, Wenbauer, Harrel & Slothover L.L.P.  
Attorneys at Law  
Post Office Box 7088  
201 West Sprague Avenue  
Ellensburg, Washington 98926  
Fax (509) 942-8093

30471

199910260015

Jeanine Ruth Venneberg  
Jeanine Ruth Venneberg

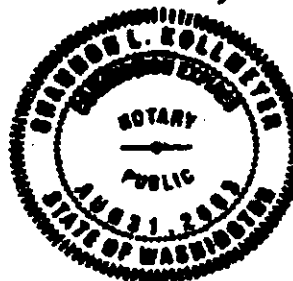
STATE OF WASHINGTON

County of Chelan ) ss.

I certify that I know or have satisfactory evidence that JEANINE RUTH VENNEBERG is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it as her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

Dated 10/8, 1999.

Shannon L. Kollmeyer  
Printed Name: Shannon L. Kollmeyer  
Notary Public in and for the State of Washington  
My Commission Expires: Aug 31, 2003



Jeff Stathower  
Lathrop, Winkler, Harrel & Stathower L.L.P.  
Attorneys at Law  
Post Office Box 1000  
201 West Sprague Avenue  
Ellensburg, Washington 98926  
Fax (509) 942-8883




199910260015

  
Douglas Ralph Piro

STATE OF RHODE ISLAND )

County of NEWPORT ) ss.

I certify that I know or have satisfactory evidence that DOUGLAS RALPH PIRO is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

Dated October 5, 1999.  
Printed Name: MARIA MORRISON BARR  
Notary Public in and for the State of Rhode Island  
My Commission Expires: 7/22/01

Jeff Slothower  
Lathrop, Winbauer, Harrel & Slothower L.L.P.  
Attorneys at Law  
Post Office Box 1000  
201 West Street  
Ellensburg, Washington 98926  
Fax (509) 962-8003

30473

199910260015

Gary L. Piro  
Gary L. Piro

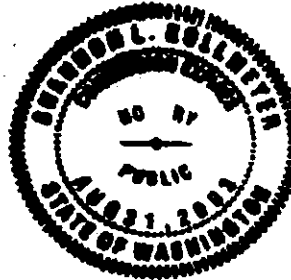
STATE OF WASHINGTON )

County of Chelan ) ss.  
)

I certify that I know or have satisfactory evidence that GARY L. PIRO is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

Dated 10/8/99, 1999.

Gannon L. Kollmeyer  
Printed Name: Gannon L. Kollmeyer  
Notary Public in and for the State of Washington  
My Commission Expires: Aug 31, 2003



Jeff Slesower  
Lathrop, Winkler, Harrel & Slesower L.L.P.  
Attorneys at Law  
Post Office Box 1663  
201 West Sprague Avenue  
Ellensburg, Washington 98926  
Fax (509) 643-6995

199910260015

Edith Marie Lucas  
Edith Marie Lucas

STATE OF CALIFORNIA )

County of El Dorado ) ss.

On 10-12-99, before me A. Gwen Colwell, a Notary Public, personally appeared EDITH MARIE LUCAS, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his authorized capacity and that by her signature on the instrument the person or the entity upon behalf of which person acted executed the instrument.

WITNESS my hand and official seal.

(Seal)



A. Gwen Colwell  
Signature of Notary Public

Jeff Stethower  
Lathrop, Windham, Harrel & Stethower L.L.P.  
Attorneys at Law  
Post Office Box 1000  
201 West Sprague Avenue  
Ellensburg, Washington 98926  
Fax (509) 942-8993

19991026 0015

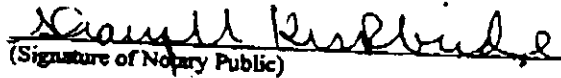
  
Donald Victor Piro

STATE OF CALIFORNIA )

County of San Diego ) ss.

On October 19, 1999, before me Sharyll Kirkbride, a Notary Public, personally appeared DONALD VICTOR PIRO, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which person acted executed the instrument.

WITNESS my hand and official seal.

  
(Signature of Notary Public)

Jeff Slothower  
Lathrup, Winbauer, Harrel & Slothower L.L.P.  
Attorneys at Law  
Post Office Box 1066  
201 West French Avenue  
Ellensburg, Washington 98926  
Fax (509) 942-8095

no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of Cooke Creek a tributary of Yakima River John Edwards, Ellensburg, Washington is entitled to use, subject to the laws of the State of Washington, the waters of said Cooke Creek for the purpose of irrigation during the period from May 1st to September 15th each year and for the purpose of stock and domestic use continuously.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 3.20 second feet for the irrigation of 160 acres of the lands hereinafter described.

That the date of priority of said water right is 1915; that the decree aforesaid establishes said right in Class 17, which said class includes a total maximum of 7.20 second feet; that the possible maximum amount of water which is comprehended in rights prior to this right is 56.44 second feet.

That the point of diversion of said water right is as follows:

In the SW $\frac{1}{4}$  of Sec. 30, Twp. 18 N., R. 20 E.W.M.

and cannot be changed except as provided in Section 39, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Kittitas County, Washington, to wit:

The NW $\frac{1}{4}$  of Sec. 36, Twp. 18 N., R. 19 E.W.M.

That the owner of this certificate may, during the irrigation season, use on the lands hereinbefore described, such surplus water as remains in said stream after the quantities of water apportioned to all rights under said decree, to an extent not to exceed a one hundred per cent increase over the apportionment hereinbefore made and in the order of priority as hereinbefore provided.

This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia, Washington, in Volume 1 of Water Right Certificates at Page 162.

Witness the seal and signature of the Supervisor of Hydraulics affixed this 6th day of May, 1922.

Marvin Chase

Supervisor of Hydraulics of the  
State of Washington.

Request of State of Wash.

Mollie R. Dixon, Co. Auditor.

(SEAL)

Filed for record May 10, 1922, at 9:15 A.M.

State of Washington  
to  
M.D. Cook.

Recording No. 65803

# CERTIFICATE OF WATER RIGHT.

## THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Kittitas County, made and entered on the Thirteenth day of August, 1921, and recorded in Volume 25 of the Superior Court Journal of said County at page 151, from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of Cooke Creek a tributary of Yakima River M.D. Cook, Ellensburg, Washington, is entitled to use, subject to the laws of the State of Washington, the waters of said Cooke Creek for the purpose of irrigation during the period from May 1st to September 15th each year and for the purpose of stock and domestic use continuously.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 1.40 second feet for the irrigation of 70 acres of the lands hereinafter

described.

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Washington, in

Witness t  
of May, 1922.

(SEAL)

Filed for recd

State of Washin  
to  
K.D. Cook.

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described.

That the date of priority of said water right is 1878; that the decree aforesaid establishes said right in Class 6, which said class includes a total maximum of 2.80 second feet; that the possible maximum amount of water which is comprehended in rights prior to this right is 19.46 second feet.

That the point of diversion of said water right is as follows:

In the SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 6 and the NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 7, Twp. 18 N., R. 20 E.W.M. and cannot be changed except as provided in Section 39, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Kittitas County, Washington, to wit:

The E $\frac{1}{4}$  NE $\frac{1}{4}$  of Sec. 7, Twp. 18 N., R. 20 E.W.M.

That the owner of this certificate may, during the irrigation season, use on the lands hereinbefore described, such surplus water as remains in said stream after the quantities of water apportioned to all rights under said decree, to an extent not to exceed a one hundred per cent increase over the apportionment hereinbefore made and in the order of priority as hereinbefore provided.

This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia, Washington, in Volume 1 of Water Right Certificates at Page 181.

Witness the seal and signature of the Supervisor of Hydraulics affixed this 6th day of May, 1922.

Marvin Chase

Supervisor of Hydraulics of the  
State of Washington.

Request of State of Wash.

Mollie R. Dixon, Co. Auditor.

(SEAL)

Filed for record May 10, 1922, at 9:16 A.M.

State of Washington  
to  
M.D. Cook,

Recording No. 65304

CERTIFICATE OF WATER RIGHT.

THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Kittitas County, made and entered on the Thirteenth day of August, 1921, and recorded in Volume 25 of the Superior Court Journal of said County at page 151, from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of Cooke Creek a tributary of Yakima River M.D. Cook, Ellensburg, Washington is entitled to use, subject to the laws of the State of Washington, the waters of said Cooke Creek for the purpose of irrigation during the period from May 1st to September 15th, each year and for the purpose of stock and domestic use continuously.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 1.70 second feet for the irrigation of 85 acres of the lands hereinafter described.

That the date of priority of said water right is 1871; that the decree aforesaid establishes said right in Class 5, which said class includes a total maximum of 4.94 second feet; that the possible maximum amount of water which is comprehended in rights prior to this right is 5.42 second feet.

That the point of diversion of said water right is as follows:

In the NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 7 and the SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Sec. 6, Twp. 18 N., R. 20, E.W.M.

and cannot be changed except as provided in Section 39, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Kittitas County, Washington, to wit:

Beginning at a point 17 chains and 60 links east of the NW corner of the NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Sec. 7, Twp. 18 N., R. 20 E.W.M. and running thence East 19 chains and 95 links; thence South 20 chains and 7 links to quarter line; thence West 19 chains and 95 links; thence North 20 chains and 12 links to the place of beginning.

Also the following tract beginning at the NW corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Sec. 7, Twp. 18 N., R. 20 E.W.M. and running thence East 17.6 chains to a stone 10x10x8 inches, even with the surface for NE corner; thence South 20.12 chains to stone 12x10x6 inches, SE corner; thence West 14.1 chains to stake; thence North 18.8 chains to place of beginning. Also the following tract being that certain portion of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Sec. 7, Twp. 18 N., R. 20 E.W.M. bounded by a line commencing at the NW corner of SE $\frac{1}{4}$  of Sec. 7 and running thence West on the quarter section line 88.5 rods; thence South 36.25 rods to place of beginning.

That the owner of this certificate may, during the irrigation season, use on the lands hereinbefore described, such surplus water as remains in said stream after the quantities of water apportioned to all rights under said decree, to an extent not to exceed one hundred per cent increase over the apportionment hereinbefore made and in the order of priority as hereinbefore provided.

This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia, Washington, in Volume 1 of Water Right Certificates at Page 180.

Witness the seal and signature of the Supervisor of Hydraulics affixed this 6th day of May, 1922.

Marvin Chase

Supervisor of Hydraulics of  
the State of Washington.

Request of State of Wash.

Kellie R. Dixon, Co. Auditor.

(SEAL)

Filed for record May 10, 1922, at 9:17 A.M.

State of Washington  
to  
William H. Bott,

Recording No. 65805

# CERTIFICATE OF WATER RIGHT.

## THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Kittitas County, made and entered on the Thirteenth day of August, 1921, and recorded in Volume 25 of the Superior Court Journal of said County at page 151, from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of Cooke Creek a tributary of Yakima River William H. Bott, Ellensburg, Washington is entitled to use, subject to the laws of the State of Washington, the waters of said Cooke Creek for the purpose of irrigation during the period from May 1st to September 15th each year and for the purpose of stock and domestic use continuously.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 0.20 second feet for the irrigation of 10 acres of the lands hereinafter described.

That the date of priority of said water right is 1890; that the decree aforesaid establishes said right in Class 15, which said class includes a total maximum of 0.20 second feet; that the possible maximum amount of water which is

to this right is 49.84 second feet

That the point of diversion o

In the NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 7, Twp. 18 N., R. 20 E.W.M. and cannot be changed except as pr

That said water right was adju following described real property

The SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 7, Twp. 18 N., R. 20 E.W.M. in said decree as belonging to W.H. Bott

That the owner of this certificate hereinbefore described, such surplus water apportioned to all rights under said decree, to an extent not to exceed one hundred per cent increase over the apportionment hereinbefore made and in the order of priority as hereinbefore provided.

This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia, Washington, in Volume 1 of Water Right Certificates at Page 180.

Witness the seal and signature of the Supervisor of Hydraulics affixed this 6th day of May, 1922.

(SEAL)

Filed for record May 10, 1922, at 9:17 A.M.

State of Washington  
to  
William H. Bott,

CERTIFY

## THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Kittitas County, made and entered on the Thirteenth day of August, 1921, and recorded in Volume 25 of the Superior Court Journal of said County at page 151, from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of Cooke Creek a tributary of Yakima River William H. Bott, Ellensburg, Washington is entitled to use, subject to the laws of the State of Washington, the waters of said Cooke Creek for the purpose of irrigation during the period from May 1st to September 15th each year and for the purpose of stock and domestic use continuously.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 0.20 second feet for the irrigation of 10 acres of the lands hereinafter described.

That the date of priority of said water right is 1890; that the decree aforesaid establishes said right in Class 10, which said class includes a total maximum of 0.20 second feet; that the possible maximum amount of water which is

That the point of diversion of said water right is at the NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 7, Twp. 18 N., R. 20 E.W.M. and cannot be changed except as provided in said decree.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Kittitas County, Washington, to wit:

Filed for record May 10, 1922, at 9:21 A.M.

Request of State of Wash.

Mollie R. Dixon, Co. Auditor.

State of Washington  
to  
William H. Bott.

Recording No. 65809

## CERTIFICATE OF WATER RIGHT.

## THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Kittitas County, made and entered on the Thirteenth day of August, 1921, and recorded in Volume 25 of the Superior Court Journal of said County at page 151, from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of Cooke Creek a tributary of Yakima River William H. Bott, Ellensburg, Washington is entitled to use, subject to the laws of the State of Washington, the waters of said Cooke Creek for the purpose of irrigation during the period from May 1st to September 15th each year and for the purpose of stock and domestic use continuously.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 0.24 second feet for the irrigation of 12 acres of the lands hereinafter described.

That the date of priority of said water right is 1871; that the decree aforesaid establishes said right in Class B, which said class includes a total maximum of 4.94 second feet; that the possible maximum amount of water which is comprehended in rights prior to this right is 5.42 second feet.

That the point of diversion of said water right is as follows:

In the SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 6, Twp. 18 N., R. 20 E., N.W. and cannot be changed except as provided in Section 59, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Kittitas County, Washington, to wit:

The N $\frac{1}{2}$  SE $\frac{1}{4}$  of Sec. 7, Twp. 18 N., R. 20 E., N.W., except land in this tract described in said decree as belonging to M.D. Cook.

That the owner of this certificate may, during the irrigation season, use on the lands hereinbefore described, such surplus water as remains in said stream after the quantities of water apportioned to all rights under said decree, to an extent not to exceed a one hundred per cent increase over the apportionment hereinbefore made and in the order of priority as hereinbefore provided.

This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia, Washington, in Volume 1 of Water Right Certificates at Page 174.

Witness the seal and signature of the Supervisor of Hydraulics affixed this 6th day of May, 1922.

(SEAL)

Filed for record May 10, 1922, at 9:22 A.M.

Marvin Chase

Supervisor of Hydraulics of the

State of Washington.

Request of State of Wash.

Mollie R. Dixon, Co. Auditor.

State of Washington  
to  
Frank C. Barnhart.

## THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Kittitas County, made and entered on the Thirteenth day of August, 1921, and recorded in Volume 25 of the Superior Court Journal of said County at page 151, from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of Cooke Creek a tributary of Yakima River William H. Bott, Ellensburg, Washington is entitled to use, subject to the laws of the State of Washington, the waters of said Cooke Creek for the purpose of irrigation during the period from May 1st to September 15th each year and for the purpose of stock and domestic use continuously.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 0.90 second feet for the irrigation of 12 acres of the lands hereinafter described.

That the date of priority of said water right is 1871; that the decree aforesaid establishes said right in Class B, which said class includes a total maximum of 4.94 second feet; that the possible maximum amount of water which is comprehended in rights prior to this right is 5.42 second feet.

That the point of diversion of said water right is as follows:  
In the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Sec. 6, Twp. 18 N., R. 20 E., N.W. and cannot be changed except as provided in Section 59, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Kittitas County, Washington, to wit:

The SE $\frac{1}{4}$  NE $\frac{1}{4}$  of Sec. 7, Twp. 18 N., R. 20 E., N.W., except land in this tract described in said decree as belonging to M.D. Cook.

That the owner of this certificate may, during the irrigation season, use on the lands hereinbefore described, such surplus water as remains in said stream after the quantities of water apportioned to all rights under said decree, to an extent not to exceed a one hundred per cent increase over the apportionment hereinbefore made and in the order of priority as hereinbefore provided.

This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia, Washington, in Volume 1 of Water Right Certificates at Page 174.

Witness the seal and signature of the Supervisor of Hydraulics affixed this 6th day of May, 1922.

(SEAL)

Filed for record May 10, 1922, at 9:22 A.M.

State of Washington  
to  
Frank C. Barnhart.

## THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Kittitas County, made and entered on the Thirteenth day of August, 1921, and recorded in Volume 25 of the Superior Court Journal of said County at page 151, from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of Cooke Creek a tributary of Yakima River William H. Bott, Ellensburg, Washington is entitled to use, subject to the laws of the State of Washington, the waters of said Cooke Creek for the purpose of irrigation during the period from May 1st to September 15th each year and for the purpose of stock and domestic use continuously.



no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of Cooke Creek a tributary of Yakima River Frank C. Barnhart, R.F.D. 3, Ellensburg, Washington is entitled to use, subject to the laws of the State of Washington, the waters of said Cooke Creek for the purpose of irrigation during the period from May 1st to September 15th each year and for the purpose of stock and domestic use continuously.

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 0.50 second feet for the irrigation of 25 acres of the lands hereinafter described.

That the date of priority of said water right is 1880; that the decree aforesaid establishes said right in Class 8, which said class includes a total maximum of 9.42 second feet; that the possible maximum amount of water which is comprehended in rights prior to this right is 24.06 second feet.

That the point of diversion of said water right is as follows:

In the NE $\frac{1}{4}$  NE $\frac{1}{4}$  and the NE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec. 30, Twp. 19 N., R. 20 E.W.M. and cannot be changed except as provided in Section 39, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Kittitas County, Washington, to wit:

The E $\frac{1}{2}$  NE $\frac{1}{4}$  and the E $\frac{1}{2}$  SE $\frac{1}{4}$  of Sec. 30, Twp. 19 N., R. 20 E.W.M.

That the owner of this certificate may, during the irrigation season, use on the lands hereinbefore described, such surplus water as remains in said stream after the quantities of water apportioned to all rights under said decree, to an extent not to exceed a one hundred per cent increase over the apportionment hereinbefore made and in the order of priority as hereinbefore provided.

This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia, Washington, in Volume 1 of Water Right Certificates at Page 172.

Witness the seal and signature of the Supervisor of Hydraulics affixed this 6th day of May, 1922.

(SEAL)

Filed for record May 10, 1922, at 9:24 A.M.

Martin Chase

Supervisor of Hydraulics of the  
State of Washington.

Request of State of Wash.

Mollie R. Dixon, Co. Auditor.

State of Washington  
to  
Ernest Barnhart,

Recording No. 65812

### CERTIFICATE OF WATER RIGHT.

THIS IS TO CERTIFY:

That by virtue of a decree of the Superior Court of the State of Washington in and for Kittitas County, made and entered on the Thirteenth day of August, 1921, and recorded in Volume 25 of the Superior Court Journal of said County at page 151, from which decree no appeal was taken, and which decree determined the rights of all known claimants to the use of the waters of Cooke Creek a tributary of Yakima River Ernest Barnhart, Ellensburg, Washington is entitled to use, subject to the laws of the State of Washington, the waters of said Cooke Creek for the purpose of irrigation during the period from May 1st to September 15th each year and for the purpose of stock and domestic use continuously.

That the amount of water quantity which is reasonable not exceed 2.20 second feet described.

That the date of prior establishes said right in 0 second feet; that the possible prior to this right is 24.0

That the point of diversion

In the SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 30, and cannot be changed except

That said water right following described real property

The SW $\frac{1}{4}$  of Sec. 8, Twp. 19 N., R. 20 E.W.M.

That the owner of this lands hereinbefore described quantities of water apportioned exceed a one hundred per cent the order of priority as hereinbefore provided.

This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia, Washington, in Volume 1 of Water Right Certificates at Page 172.

Witness the seal and signature of the Supervisor of Hydraulics affixed this 6th day of May, 1922.

(SEAL)

Filed for record May 10, 1922, at 9:24 A.M.

Ellensburg Lodge No. 20,  
I.O.O.F.  
to  
Florence Eddy

CONTRACT

This agreement made and entered into between the Ellensburg Lodge No. 20, Independent Order of Odd Fellows, and subordinate to the Grand Lodge of Washington, and located at Eddy of Mt. Vernon, of Snohomish County, Washington, and the State of Washington, witnesseseth:

Whereas the party of the first part is the owner of a public cemetery for the interment of the dead in the city of Ellensburg, and regulations as shall be provided for said cemetery relative to proper fences, setting of stones, and other matters of said cemetery; and whereas the party of the second part assume entire care of said cemetery;

That the amount of water to which said water right is entitled is limited to the quantity which is reasonably and actually necessary for the purpose aforesaid and shall not exceed 2.20 second feet for the irrigation of 110 acres of the lands hereinafter described.

That the date of priority of said water right is 1880; that the decree aforesaid establishes said right in Class 8, which said class includes a total maximum of 9.42 second feet; that the possible maximum amount of water which is comprehended in rights prior to this right is 24.06 second feet.

That the point of diversion of said water right is as follows:

In the SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 6, Twp. 18 N., R. 20 E.W.M.

and cannot be changed except as provided in Section 39, Chapter 117, Session Laws of 1917.

That said water right was adjudged by said decree to be and is appurtenant to the following described real property situated in Kittitas County, Washington, to wit:

The SW $\frac{1}{4}$  of Sec. 8, Twp. 18 N., R. 20 E.W.M.

That the owner of this certificate may, during the irrigation season, use on the lands hereinbefore described, such surplus water as remains in said stream after the quantities of water apportioned to all rights under said decree, to an extent not to exceed a one hundred per cent increase over the apportionment hereinbefore made and in the order of priority as hereinbefore provided.

This instrument is recorded in the office of the Supervisor of Hydraulics, at Olympia Washington, in Volume 1 of Water Right Certificates at Page 171.

Witness the seal and signature of the Supervisor of Hydraulics affixed this 6th day of May, 1922.

Marvin Chase

Supervisor of Hydraulics of the  
State of Washington.

Request of State of Wash.

Mollie R. Dixon, Co. Auditor.

(SEAL)

Filed for record May 10, 1922, at 9:25 A.M.

Ellensburg Lodge No. 20,  
I.O.O.F.

to  
Florence Eddy

Recording No. 65847

230.

CONTRACT FOR WATER AND CARE OF CEMETERY LOT  
IN PERPETUITY.

This agreement made and entered into, this 8th day of May, 1922, by and between Ellensburg Lodge No. 20, Independent Order of Odd Fellows (a corporation), working under and subordinate to the Grand Lodge of the Independent Order of Odd Fellows of the State of Washington, and located at Ellensburg, Washington, party of the first part, and Florence Eddy of Mt. Vernon, of Snohomish county and state of Wash., party of the second part, witnesseth:

Whereas the party of the first part, owns and maintains near said city of Ellensburg a public cemetery for the interment of the dead, and whereas the party of the second part is owner of E $\frac{1}{2}$  of Lot 163 in Block C. of said cemetery, subject to such reasonable rules and regulations as shall be prescribed by party of the first part, in the maintenance of said cemetery relative to proper and necessary sanitary measures, use of water, building of fences, setting of stones and monuments, and tree and shrub growing for the adornment of said cemetery; and whereas party of the second part desires to have party of the first part assume entire care of said lot:

312026  
TRANSMISSION LINE EASEMENT

Tract No. V-MV-38

The GRANTOR, herein so styled whether one or more, VICTOR PERO and EDITH L. PIRO,  
husband and wife, now and at the time of acquiring title,

for and in consideration of the sum of ----- ONE HUNDRED FIFTY -----  
----- Dollars (\$ 150.00 ),

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants,  
bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right  
to enter and erect, maintain, repair, rebuild, operate, and patrol 1 or more line(s) of electric power transmission  
structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires,  
cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described parcel of  
land in the County of Kittitas, in the State of Washington, to-wit:

A strip of land 275 feet in width, over and across the  
NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , and NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 6, Township  
18 North, Range 20 East of the Willamette Meridian, Kittitas  
County, Washington. The boundaries of said strip are 75 feet  
distant northerly from, 200 feet distant southerly from, and  
parallel with the survey line for the Vantage to Maple Valley  
No. 1 transmission line as now located and staked on the ground,  
over, across, upon, or adjacent to the above described property.  
Said survey line is particularly described as:

Beginning at a point in the south line of Section 6, said  
Township and Range, N. 89°34'40" E. 890.0 feet from the southwest  
corner of said Section, which point is designated as survey sta-  
tion 1518+00.4; thence N. 38°55'10" W. 444.6 feet to survey sta-  
tion 1522+45.0; thence N. 57°22'10" W. 738.0 feet to a point in  
the east line of Section 6, said Township and Range, N. 0°49'30" W.  
750.6 feet from the southeast corner of said Section, which point  
is designated as survey station 1529+83.0; thence N. 57°22'10" W.  
3476.7 feet to a point in the East-West quarter section line of  
said Section 6, S. 88°30'50" E. 2320.1 feet from the quarter section  
corner in the west line of said Section 6, which point is designated  
as survey station 1564+59.7.

Filed for Record at A.M.  
Date 4-21-64 at 4:52 P.M.

By K.C.T.C.  
Marion Darter, Kittitas County Auditor



together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on July 25, 1963 shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 8<sup>th</sup> day of April, 1964

Victor Piro  
Victor Piro  
Edith L. Piro  
Edith L. Piro  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

315052

(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF Washington )  
COUNTY OF Chelan ) ss:

On the 8th day of April, 1964, personally came before me, a notary public in and for said County and State, the within-named VICTOR PIRO and EDITH L. PIRO, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



(SEAL)

Olivia Torney  
Notary Public in and for the  
State of Washington  
Residing at Chelan

My commission expires: 4-12-65

STATE OF Washington )  
COUNTY OF Chelan ) ss:

On the 8th day of April, 1964, personally came before me, a notary public in and for said County and State, the within-named

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



(SEAL)

Olivia Torney  
Notary Public in and for the  
State of Washington  
Residing at Chelan

My commission expires: 4-12-65

STATE OF )  
COUNTY OF ) ss:

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_, records of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_ Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. XJ382 3621  
PORTLAND 8, OREGON

sa 12-11-63

BPA 177  
Rev. 6-2-61

VOL 115 PAGE 52

COMMITMENT FOR TITLE INSURANCE

Parcel B

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:  
AMERITITLE  
P.O. BOX 617  
103 WEST 5TH AVENUE  
ELLENSBURG, WA 98926  
(509) 925-1477

CHICAGO TITLE INSURANCE COMPANY

By:

*Robert A. St. E.*

President

*Maureen Wyatt*  
Authorized Signature



By:

*Barry Rind*

Secretary

## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured where are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## EXCLUSIONS

**NOTE: THE FORM OF POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.**

The Exclusions from Coverage referred to in Paragraph 3 of the Conditions and Stipulations are as follows:

### ALTA OWNER'S POLICY FORM 10-17-92

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured under this policy.

## EXCLUSIONS (Cont'd.)

4. Any claim, which arises out of the transaction vesting in the Insured the estate & interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

### ALTA LOAN POLICY FORM (10-17-92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.



**ENDORSEMENT NO. 2(12-21-01)**

Attached to File No. 0087891  
(Ref: TR01B-R2923)

Issued by  
**CHICAGO TITLE INSURANCE COMPANY**

This endorsement is made a part of said Commitment including any prior endorsements, and is subject to the schedules, terms, provisions and the conditions and stipulations therein, except as modified by the provisions hereof:

1. Schedule A of the above Commitment is hereby amended in the following particulars:
  - (a) The effective date of the Commitment including extension is:  
December 20, 2001 at 8:00 A.M.
  - (b) The title to the estate or interest in the land is at the extended effective date hereof vested in:  
Same
  - (c) The land referred to in the Commitment is described as follows:  
Same
2. Schedule B of the above Commitment including any prior endorsement is hereby amended in the following particulars:
  - (a) The special exceptions at the following numbered paragraphs are hereby amended on Schedule B:  
**Paragraph No. 1:**  
General taxes and assessments for the year 2001 have been paid.  
Amount : \$511.44  
Tax Parcel No. : 18.20.05000.0019 (R11617)

**CHICAGO TITLE INSURANCE COMPANY**

By:

*John Rau*  
President

By:

*Thomas J Adams*  
Secretary



*Bruce C. Cleft*  
Authorized Signatory

*Note: This endorsement shall not be valid or binding  
until countersigned by an authorized signatory.*

TO: Jerry McCalib - TR 77P-4  
Bonneville Power Administration  
PO Box 61409  
Vancouver, WA 98666-1409

Fax cc: 1-360-619-6949

Subject Schultz Waitema  
Owner \_\_\_\_\_  
PO# 2923  
Policy# 67891  
Initials JTM  
Rec'd 10/15/01

**ENDORSEMENT NO. 1**

Attached to File No. 0087891  
(Ref: TR01B-R2923)

Issued by  
**CHICAGO TITLE INSURANCE COMPANY**

This endorsement is made a part of said Commitment including any prior endorsements, and is subject to the schedules, terms, provisions and the conditions and stipulations therein, except as modified by the provisions hereof:

1. Schedule A of the above Commitment is hereby amended in the following particulars:

- (a) The effective date of the Commitment including extension is:

**September 12, 2001 @ 8:00 AM**

- (b) Title to the estate or interest in the land is at the effective date hereof vested in:

**PARCEL 1: DERALD E. MARTIN, PRESUMPTIVELY SUBJECT TO THE COMMUNITY INTEREST OF HIS SPOUSE, MARGARET ANN MARTIN**

**PARCEL 2: CARIBOU LAND AND CATTLE, INC., A WASHINGTON CORPORATION**

- (c) The land referred to in the Commitment is described as follows:

**As fully set forth on Exhibit "A" attached**

2. Schedule B of the above Commitment including any prior endorsement is hereby amended in the following particulars:

- (a) The special exceptions at the following numbered paragraphs are hereby added to Schedule B:

**As fully set forth on Exhibit "B" attached**

**CHICAGO TITLE INSURANCE COMPANY**

By:

*John R. ...*  
President

By:

*Thomas J. Adams*  
Secretary



*Maureen Wyatt*  
Authorized Signatory

*Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.*

EXHIBIT "A" TO ENDORSEMENT NO. 1 CONTINUED

Attached to File No. 0087891

(Ref: TR01B-R2923)

- (c) The land referred to in the Commitment is described as follows:

**PARCEL 1:**

Parcel B as described and/or delineated on that certain survey recorded May 1, 1996, in Book 22 of Surveys, pages 9 and 10, under Auditor's File No. 199605010012, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 5, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington;

EXCEPTING THEREFROM all timber standing, lying, growing or being, and all timber at any time hereafter in the future standing, lying, growing or being, upon said premises, as conveyed to Boise Cascade Corporation, a Delaware corporation, by deed recorded September 6, 1961, in Volume 108, page 522, under Auditor's File No. 291562 and further conveyed to Caribou Land and Cattle, Inc., a Washington corporation, by deed recorded September 10, 2001 under Auditor's File No. 200109100083.

**PARCEL 2:**

All timber standing, lying, growing or being, and all timber at any time hereafter in the future standing, lying, growing or being, as conveyed to Boise Cascade Corporation, a Delaware corporation, by deed recorded September 6, 1961, in Volume 108, page 522, under Auditor's File No. 291562 and further conveyed to Caribou Land and Cattle, Inc., a Washington corporation, by deed recorded September 10, 2001 under Auditor's File No. 200109100083, upon the premises described as follows:

Parcel B as described and/or delineated on that certain survey recorded May 1, 1996, in Book 22 of Surveys, pages 9 and 10, under Auditor's File No. 199605010012, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 5, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.

END OF LEGAL DESCRIPTION

THE LAND(S) IN SCHEDULE A INCLUDE(S)  
ALL THE LAND DESCRIBED IN LAND  
ACQUISITION REQUEST(S) FOR

TRACT(S) 5HT6Z-1-A-2TR

DATED \_\_\_\_\_

DATE 12/19/01 Harry R. Noditz  
BPA LAND SURVEYOR

EXHIBIT "B" TO ENDORSEMENT NO. 1

Attached to File No. 0087891

(Ref: TR01B-R2923)

2. Schedule B of the above Commitment including any prior endorsement is hereby amended in the following particulars:

(a) The special exceptions at the following numbered paragraphs are hereby added to Schedule B:

12. Road Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on May 25, 2001, under Kittitas County Auditor's File No. 200105250011.

For : Ingress, egress and utilities

Affects : A strip of land 60 feet in width known as Easement "T", the South 30 feet of which affects the South boundary of said Parcel B

13. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on September 10, 2001, under Kittitas County Auditor's File No. 200109100081.

In favor of : Boise Cascade Corporation, a Delaware corporation

For : To construct, reconstruct, use and maintain a road

Affects : A strip of land 60 feet in width known as Easement "T", the South 30 feet of which affects the South boundary of said Parcel B

END OF EXHIBIT "B"

## COMMITMENT FOR TITLE INSURANCE

Prepared for:  
Ellen Camp  
Bonneville Power Administration

Inquiries should be made to:  
AMERITITLE  
P. O. Box 617  
101 West 5th Avenue  
Ellensburg WA 98926  
(509)925-1477 / FAX (509)962-3111

### SCHEDULE A

File No.: 0087891

Your Reference No.: TR01B-R2923

1. Effective Date: May 1, 2001, at 8:00 a.m.

2. Policy or Policies to be issued:

A. ☒ ALTA U.S. Owner's Policy - (09-28-91)  
☒ Standard ☐ Extended  
Proposed Insured:

Amount: \$ 20,000.00  
Premium: \$ 220.00  
Tax: \$ EXEMPT  
Rate:

UNITED STATES OF AMERICA

3. The estate or interest in the land which is covered by this Commitment is:

FEE SIMPLE ESTATE

4. Title to the estate or interest in the land is at the effective date hereof vested in:

DERALD E. MARTIN, PRESUMPTIVELY SUBJECT TO THE COMMUNITY INTEREST OF HIS  
SPOUSE, MARGARET ANN MARTIN

5. The land referred to in this Commitment is described as follows:

Parcel B as described and/or delineated on that certain survey recorded May 1, 1996, in Book 22 of Surveys, pages 9 and 10, under Auditor's File No. 199605010012, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 5, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington;

EXCEPTING THEREFROM all timber standing, lying, growing or being, and all timber at any time hereafter in the future standing, lying, growing or being, upon said premises, as conveyed to Boise Cascade Corporation, a Delaware corporation, by deed recorded September 6, 1961, in Volume 108, page 522, under Auditor's File No. 291562.

Exc.  
# 6

END OF SCHEDULE A

## SCHEDULE B

File No.: 0087891

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### GENERAL EXCEPTIONS:

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

### SPECIAL EXCEPTIONS:

1. General taxes and assessments for the second half of the year 2001, which become delinquent after October 31, 2001, if not paid.  
Amount : \$255.72  
Tax No. : 18-20-05000-0019 (R11617)

NOTE: First half 2001 taxes and assessments have been paid in the amount of \$255.72.  
General taxes and assessments for the full year: \$511.44.

2. Lien of real estate excise sales tax upon any sale of said premises, if unpaid. Real estate excise tax on said property is subject to tax at the rate of 1.53% (State = 1.28%; Local = 0.25%).
3. Any unpaid assessments or charges, and liability to further assessments or charges, for which a lien may have arisen (or may arise); as imposed by Elk Trail Owners Association, a Washington non-profit corporation.

CONTINUED

## SCHEDULE B (Continued)

File No.: 0087891

4. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to County Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Continuation of this classification requires:

- a) that all Grantees sign the Notice of Continuance Section on Excise Tax Affidavit;
- b) compliance with revised policy effective July 15, 1994, which requires that a five year Farm Land Management Plan from the new owner, together with the legal description, be submitted to the Kittitas County Assessor's office in advance (fifteen (15) days) of closing/recording;
- c) if the sale is for under 20 acres, income history must be provided to the Kittitas County Assessor's Office to meet mandated requirements for three out of five past years.

Any questions regarding these requirements should be directed to the Kittitas County Assessor's Office (509)962-7501.

5. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on June 4, 1935, in Volume 55, page 545, under Kittitas County Auditor's File No. 121449.
- For : The right of grantors, their agents, employees, heirs and assigns, to use for highway purposes the road crossing a portion of said premises along the South line of said Section 5, and thence in the general direction of Caribou Creek through the remainder of said premises, as said road is at present constructed.
- Affects : Said premises and other land
6. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on September 6, 1961, in Volume 108, Page 522, under Kittitas County Auditor's File No. 291562.
- In favor of : Boise Cascade Corporation, a Delaware corporation
- For : "The perpetual right to enter upon said lands and to cut, remove and carry said timber away, and to practice forestry on said lands, and the perpetual right to construct, maintain and use truck roads, skid roads and other roads through, over and upon the above-described lands for conveying said timber and other timber cut from adjacent lands, and from other lands within the area, and persons, equipment and supplies, over said above-described lands, and for the practice of forestry on said lands, on adjacent lands, and/or on other lands within the area."
- Affects : Said premises and other land
7. Easement for electric transmission and distribution line, together with necessary appurtenance, granted by instruments recorded on August 20, 1963, and April 2, 1964, under Auditor's File No. 306604, in Volume 113, page 113, and under Auditor's File No. 311589, in Volume 114, page 717,
- To : The United States of America
- Affects : A portion of said premises and other land

CONTINUED

## SCHEDULE B (Continued)

File No.: 0087891

8. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.  
(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph I in the general exceptions which are printed on Schedule B herein.

The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies.

9. Any question which may arise due to matters disclosed by survey recorded May 1, 1996, in Book 22 of Surveys, pages 9 and 10, under Kittitas County Auditor's File No. 199605010012, including but not limited to the following:
- a. BPA Easement 275 feet in width as located on a portion of said Parcel B;
  - b. Easement T as delineated on the South boundary of said Parcel B.

10. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserved by instrument recorded on August 29, 1996, under Kittitas County Auditor's File No. 199608290001.  
In favor of : Lands Associates, a Washington limited partnership, as follows:

"Grantor reserves and retains all rights over easements T, U and V including the right to further grant said easements."

11. Declaration of Easements, Covenants, Conditions and Restrictions for Elk Trail Division I, recorded April 6, 2001, under Kittitas County Auditor's File No. 200104060002, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

END OF SCHEDULE B



## **SCHEDULE C**

File No.: 0087891

### **THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:**

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.

### **END OF REQUIREMENTS**

**NOTES:** The following matters will not be listed as Special Exceptions in Schedule B of the policy or policies to be issued. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy or policies to be issued:

1. Suggested abbreviated legal (for use when a standardized cover sheet is required for recording):  
  
Section 5, Township 18 N, Range 20 E, Ptn SW Quarter (Parcel B, Book 22 of Surveys, Pages 9 and 10)
2. The following endorsements will be attached to the policy when issued: **NONE**  
  
No other endorsement will be issued unless requested of and agreed to in writing by the Company prior to closing.
3. In the event this transaction fails to close and this commitment is canceled, a minimum cancellation fee of \$53.85 will be charged to comply with the State Insurance Code and the filed schedule of this Company.

### **END OF NOTES**

### **END OF SCHEDULE C**

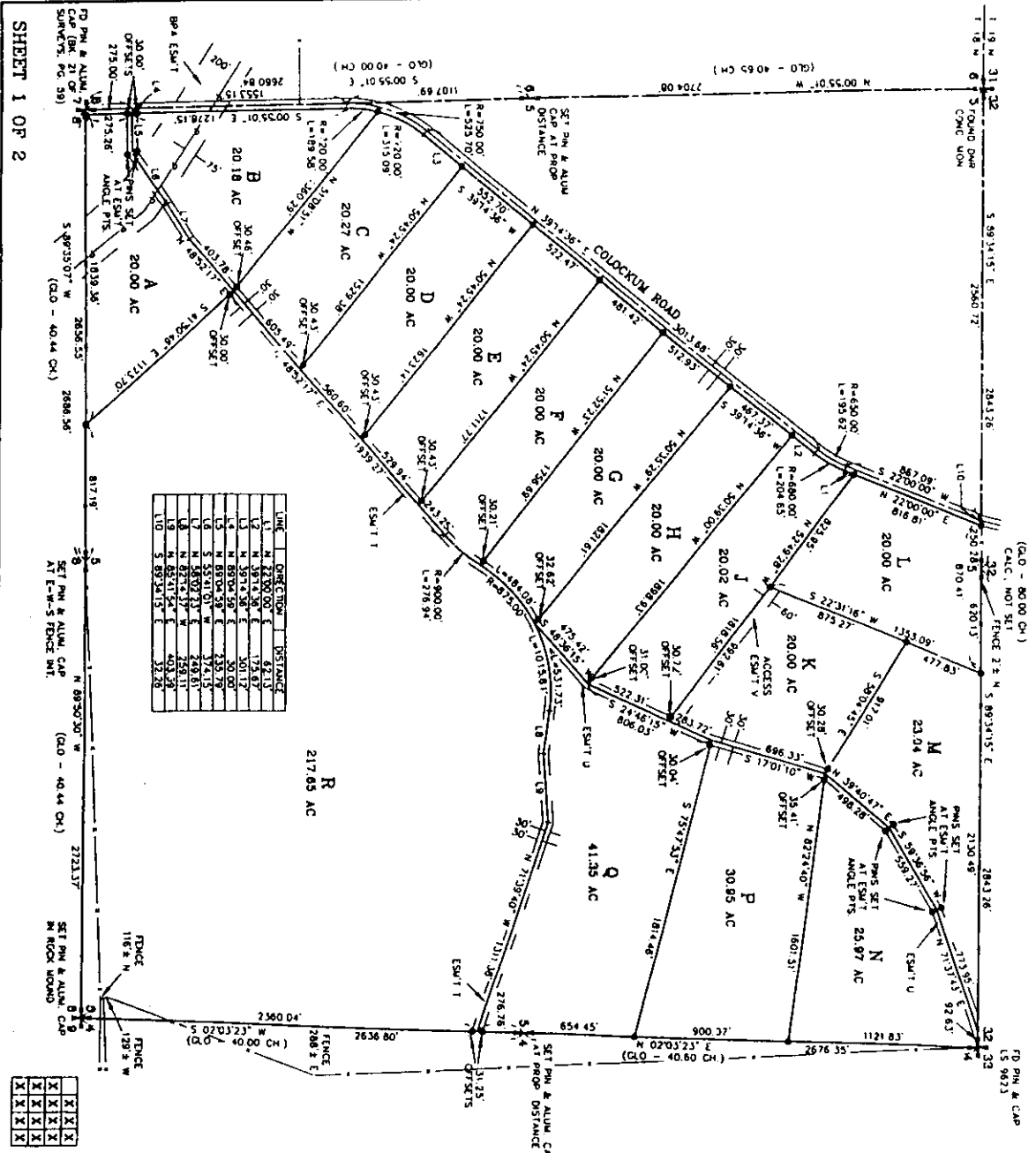
MW/mw

2cc: Ellen Camp  
Bonneville Power Administration TR-3  
PO Box 3621  
Portland, OR 97208  
  
(FAX) 503-230-7615

*Legal*

PART OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M.

199605010012



**CRUSE & NELSON**  
**PROFESSIONAL LAND SURVEYORS**  
 217 East Fourth Street P.O. Box 859  
 Ellensburg, WA 98926 (509) 825-4747

**LANDS ASSOCIATES PROPERTY**

**ADDITION'S CERTIFICATE**  
 Filed for record this 15th day of May, 1996, of L.S.V.L. Co., in Book 22 of Surveys of Borealis, at the request of Cruse & Nelson, Beverly M. Allenbaugh, by *Beverly M. Allenbaugh*, Notary Public, Kittitas County, Washington.

**SALEMAN'S CERTIFICATE**  
 This map correctly represents a survey made by me or under my supervision, and I am a duly licensed and qualified Surveyor, and I am the holder of the Surveying Act of the State of Washington, License No. 18078, dated May 1, 1998.

*Charles A. Cruse, Jr.*  
 Charles A. Cruse, Jr.  
 Professional Land Surveyor  
 License No. 18078  
 DATE MAY 1, 1998

**LEGEND**

- SET PIN & CAP
- FOUND PIN & CAP
- FENCE
- POWER LINE
- EASEMENT

**GRAPHIC SCALE**

1" = 400'

1" = 400'

199605010012 22/9+10

195605010012

ORIGINAL PARCEL - THAT PORTION OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON WHICH LIES SOUTH AND EAST OF THE SOUTH AND EAST BOUNDARY LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD.

PARCEL A

PAGE 10 OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1986 IN BOOK 22 OF SURVEYS AT PAGES ---579--- UNDER AUDITOR'S FILE NO. 19980901 2222. RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHEAST 1/4 AND OF THE SOUTHEAST 1/4, ALL IN SECTION 3, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON

PAGE 4 OF 104. BRITISH SUBJECT. 45 RECORDED MAY 1, 1986 IN BOOK 22 OF SUBJECTS. AT PAGES 5-6 UNDER AUDITOR'S FILE NO. 19960301. 0924. RECORDS OF KITTITAS COUNTY, WASHINGTON. BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.4. KITTITAS COUNTY, WASHINGTON.

PARCEL 8 OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 574 UNDER AUDITOR'S FILE NO. 19960201 (E2L2), RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF SECTION 3, TOWNSHIP

PARCEL B OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1966 IN BOOK 22 OF SURVEYS AT PAGES 2-3-0 UNDER AUDITOR'S FILE NO. 19960301 LOCAL RECORDS OF KITHKAM COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M. KITHKAM COUNTY, WASHINGTON.

EXHIBENT 1 AS DELINEATED ON THAT CERTAIN SURVEY RECORDED MAY 1, 1986 IN BOOK 22 OF SURVEYS AT PAGES 2-7E  
UNDER AUDITOR'S FILE NO. 19960050 - FILE 1 - RECORDS OF KITHIA'S COUNTY, WASHINGTON, BEING ACROSS A PORTION OF SECTION

PARTIC C OF TIAA/STAIN SURVEY 45 RECORDS DATED MAY 1, 1996 IN BOOK 22 OF SURVEYS 11 PAGES 5-16 UNDER AUDITOR'S FILE NO. 19860301 EQLE. RECORDS OF KITITAS COUNTY, WASHINGTON. BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 18 NORTH, RANGE 20 EAST, WM. KITITAS COUNTY, WASHINGTON.

EASEMENT U AS DELINEATED ON THAT CERTAIN SURVEY RECORDED MAY 1, 1986 IN BOOK 22 OF SURVEYS AT PAGES 272

PARCELS OF "A" GRAIN SURVEY AS RECORDED MAY 1 1906 IN BOOK 22 OF SURVEYS AT PAGE 710 UNDER  
AUGUSTIN'S TITLE NO 1960450. 222 RECORDS OF KITTITAS COUNTY, WISCONSIN BEING A PORTION OF THE SDO INTEREST 1/3  
AND OF THE NORTHWEST 1/4. ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W. 1. KITTITAS COUNTY, WISCONSIN

## EXHIBIT V

PARCELS OF THE AGRICULTURAL SURVEY AS RECORDED MAY 1, 1896 IN BOOK 22 OF SURVEYS AT PAGES 8-10 UNDER  
 AUDITOR'S FILE NO. 19960501 SE RECORDS OF KILLBUCK COUNTY, WISCONSIN, BEING A PORTION OF THE SOUTHWEST 1/4  
 AND OF THE NORTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W. M., KILLBUCK COUNTY, WISCONSIN

NOTES:  
OF SAID SUPPLY

PAGE 1 OF 1  
 PARCEL 5 OF "MAYBERRY TRACT" AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGE 5-26 UNDER  
 AUDITOR'S FILE NO. 19960250. (SEE RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF SECTION 3, TOWNSHIP  
 18 NORTH, RANGE 20 EAST, T4M, KITTITAS COUNTY, WASHINGTON)

3 THIS SUBURBY MAY NOT COVER ALL CASES/FACTS WHICH MAY BE DUE TO THE PROPERTY CORNERS SHOWN HEREON WERE LOCATED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 10,000 LINEAR FEET AFTER ADJUSTMENT.

PAGE 5 OF 14  
AUDITOR'S FILE NO. 19960501  
16 NORTH, RANGE 22 EAST, T1M, KILLBUCK COUNTY, WASHINGTON

4. THE LOCATION SHOWN HEREON FOR THE COLCLOXIAN ROAD IS BASED ON THE PHYSICAL CENTERLINE THEREOF

PARCEL 14 OF THE BIRLIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960520. (202) RECORDS OF KITTITAS COUNTY, WASHINGTON: BEING A PORTION OF THE NORTH-EAST 1/4 OF THE NORTH-EAST 1/4, ALL IN SECTION 5, T14N, R10E, KITTITAS COUNTY, WASHINGTON, RANGE 20 EAST, W.1/4, KITTITAS COUNTY, WASHINGTON.

THE PITS FOR COR. 1, THE REMAINING CORNERS WERE SET AS "POST IN MOUND OF EARTH WITH PITS FOR COR. 1" WITH THE EXCEPTION OF A STONE MOUND FOUND AT THE SOUTHEAST CORNER OF SECTION 5. NO ORIGINAL EVIDENCE REMAINS. THE RECONSTRUCTION FOUND ON SET IN THE FIELD IS AS FOLLOWS:

PAGE 1 OF 3. MAY 1996 IN BOOK 22 OF SURVEYS AT PAGES 9-10 UNDER AUDITOR'S FILE NO. 19960501. SURVEY RECORDS OF KITTITAS COUNTY, WASHINGTON BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.1., KITTITAS COUNTY, WASHINGTON AND OF THE NORTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.1., KITTITAS COUNTY, WASHINGTON.

CONC. MONUMENT WAS USED FOR THE SURVEY IN SECTION 31, TOWNSHIP 19 NORTH, RANGE 20 EAST, W.M. (BOOK 1, PAGE 3) (1973). THE PIN AND CAP WAS USED FOR SURVEYS AND SHORT PLATS IN SECTION 32, TOWNSHIP 19 NORTH, RANGE 20 EAST, W.M. (1982).

PARCEL K OF THA VIRSUERY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 8-9. UNDER AUDITOR'S FILE NO. 19960029. ALL RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.4. KITTITAS COUNTY, WASHINGTON.

E 1/4 COR & W 1/4 COR - SET 5/8" REBAR WITH 2-1/2" ALUM CAP AT PROPORTIONAL DISTANCES.  
S 1/4 COR - SET 5/8" REBAR WITH 2-1/2" ALUM CAP AT AN E-W-S FENCE INTERSECTION

PACED, L OF THAT BERRIN SURVEY AS RECORDED MAY 1 1986 IN BOOK 22 OF SURVEYS AT PAGES 5-6 UNDER AUDITOR'S FILE NO. 19860501 ADDS RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTH EAST 1/4 AND OF THE NORTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, T4M, KITTITAS COUNTY, WASHINGTON

N 1/4 COR - CALCULATED, NOT SET. PMN # CAP LS 9623 BEARS N 80°24'24" E, 119.73 FEET.  
6 CORNERS LAST VISITED FEBRUARY 1996.

PAGE 4 OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 32 OF SURVEYS AT PAGE 17-00 UNDER AUDITOR'S FILE NO. 199606501 S.A.L.L. RECORDS OF WYOMING COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY WASHINGTON

16.04.02005).

Found low record (the 1st day of May, 1996) at  $\frac{1}{2}$  -  $Y / \delta u$  in Book 22 of Surinam

PAGE 11 OF THAT GENERAL SURVEY AS RECORDED MAY 1996 IN BOOK 22 OF SURVEYS AT PAGES 5726 UNDER AUDITOR'S FILE NO. 19960501.60.2. RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, N.M. KITTITAS COUNTY, WASHINGTON.

BEVERLY H. ALLENBAUGH BY: *David Williams*  
KITTITAS COUNTY AUDITOR

PARCEL P OF THAT CERTAIN SURVEY AS RECORDED MAY 1996 IN BOOK 22 OF SURVEYS AT PAGES 9-10, UNDER AUDITOR'S FILE NO. 19960501, Q/L3, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, T18N, R20E, KITTITAS COUNTY, WASHINGTON.

PROFESSIONAL LAND SURVEYOR  
217 East Fourth Street P.O. Box  
P.O. Box

Charles

STATE OF TEXAS  
COUNTY OF DALLAS  
CLERK OF DISTRICT COURT

RECEIVED

MAY 1 1966

**CRUSE & NELSON**  
PROFESSIONAL LAND SURVEYORS  
217 East Fourth Street P.O. Box 955  
Ellensburg, WA 98926 (509) 925-4747

22/10

Recorded in the County of Kittitas, WA  
Beverly H. Allenbaugh, Auditor



199902050053 4:41pm 02/05/99

001 4013205 04 05  
001 1 7413 0.00 0.00

When Recorded Return To:

LAW OFFICE OF C. K. HEAVERLO, P.S.  
700 E. Mt. View Suite 501  
Ellensburg, WA 98926

Escrow No. MARTIN

QUIT CLAIM DEED

LPB-12

AMT 8:45 8-

Reference Numbers of related documents: on page of document.

Grantor(s): Caribou Land & Cattle, Inc. Additional Names on page of document

Grantee(s): Derald E. Martin Additional Names on page of document

Legal Description (abbreviated): Par. B - F Survey Area # 19960501 Full legal on page 1 of document

Assessor's Property Tax Parcel Account Number(s): 18-20-05000-0015-00 18-20-05000-0017-00  
18-20-05000-0016-00 18-20-05000-0015 00 & 18-20-05000-19

THE GRANTOR CARIBOU LAND & CATTLE, INC. for and in consideration of  
DISTRIBUTION TO SHAREHOLDER conveys and quit claims to DERALD E. MARTIN, A  
Married Man the following described real estate, situated in the County of Kittitas, State of  
Washington, together with all after acquired title of the grantor(s) therein:

PARCELS B, C, D, E & F OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996, IN  
BOOK 22 OF SURVEYS AT PAGE 9 & 10, UNDER AUDITOR'S FILE NO. 19960501, RECORDS  
OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF SECTION 5  
Assessor's Property Tax Parcel Account Number(s):

Dated this Second day of February, 1999

CARIBOU LAND & CATTLE, INC.

Derald E. Martin, President

Real Estate Excise Tax

Exempt

Kittitas County Treasurer

By S. Schram

DATE # 7413

2-5-99

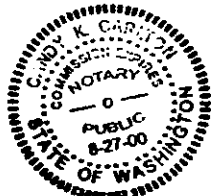
State of Washington  
County of Kittitas

I certify that I know or have satisfactory evidence that Derald E. Martin is/are the person(s) who  
appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated that  
he authorized to execute the instrument and acknowledged it as the President of Caribou Land &  
Cattle, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in this  
instrument.

DATED: 2-3-99

C. K. Caribou (Heaverlo)

Notary Public in and for the State of Washington,  
residing at Ellensburg  
My appointment expires:





200109100083  
Page: 1 of 3  
09/10/2001 04:50P  
WDED 10.00

*Vestine*

When Recorded Return To:  
Law Office of C. K Heaverlo  
1637 Vantage Hwy  
Ellensburg, Wa 98926  
Escrow No.

RE EXCISE TAX PAID  
Amount 1040.40  
Date 9-10-01  
Affidavit No. 13355  
KITITAS COUNTY TREASURER  
By S. Johnson

### SPECIAL WARRANTY DEED

|                           |   |   |
|---------------------------|---|---|
| Grantor                   | : | Boise Cascade Corporation   |
| Add'l on page             | : |   |
| Grantee                   | : | Caribou Land and Cattle, Inc.   |
| Add'l on page             | : |   |
| Legal Description (abb)   | : | Ptn Sec 3, 4, & 5 Twp 18 R 20 E<br>Sec 33, 34 & 35 Twp 19 R 20 E<br>1 & 2 |
| Add'l on page             | : |   |
| Assessor's Tax Parcel No. | : |   |

*68,000*  
*18/20*  
*314.5*  
*(2-9)*  
*19/20*  
*33-35-1-20*  
*34*

*Accommodation Only 1-16*

THE GRANTOR Boise Cascade Corporation, a Delaware Corporation, for and in consideration for the sum Ten Dollars and other good and valuable consideration has granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey unto the GRANTEE, Caribou Land and Cattle, Inc., a Washington Corporation, its successors and assigns, all timber standing, lying, growing or being, and all timber at any time hereafter in the future standing, lying, growing or being, upon the following described real property situate in the County of Kittitas, State of Washington:

The North ½ of Section 3;  
Lots 1, 2 and 3, the South ½ of the North East Quarter, the South East Quarter of the North West Quarter, the North East Quarter of the South West Quarter, and the West Half of the South West Quarter of Section 4;  
All of that portion of Section 5 which lies south and east of the south and east boundary line of the right of way of the County Road;  
All in Township 18, North, Range 20, East, W.M., in the County of Kittitas, State of Washington; and



200109100083  
Page: 2 of 3  
09/10/2001 04:50P  
WOED 10.00

All of Sections 33, 34 and 35; All in Township 19 North, Range 20  
East W.M., in the County of Kittitas, State of Washington.

Dated this 27th day of August, 2001

BOISE CASCADE CORPORATION

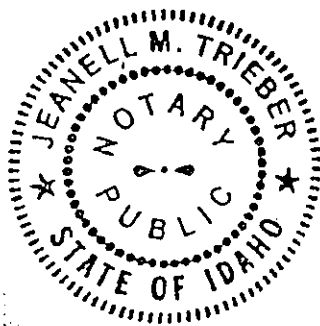
by Stanley Bell  
SENIOR VICE PRESIDENT



STATE OF IDAHO ~~WASHINGTON~~ )  
County of ADA ~~Kittitas~~ )ss.

I certify that I know or have satisfactory evidence that Stanley Bell is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he is authorized to execute the instrument and acknowledged it as the Senior Vice President of Boise Cascade Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this 27th day of August, 2001.



Jeanell M. Trieber  
Notary Public in and for the  
State of Washington  
Residing at Buxie  
My Commission expires: 10-1-03



200109100083

Page: 3 of 3

09/10/2001 04:50P

Kittitas Co Auditor STEWART TITLE KITTIT

WOED 10.00

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18-20-03000-0003  
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19-20-35000-0015  
19-20-35000-0016

(Notary Seal)  
Com. Exp. Jan. 4, 1937

Frank Tetterer  
Notary Public in and for the State  
of Washington, residing at Ellensburg.  
5

Filed for Record June 4, 1935 at 11:05 A. M.  
Request of Grant Nichols

Gerald S. Porter County Auditor  
Alice E. Herbison Deputy

RECORDING NO. 121449

Book 55/545

F. A. KERN ET UX

TO

WARRANTY DEED

EDWARD A. ERICKSON

THE GRANTORS, F. A. KERN and MARY V. KERN, his wife, and who was his wife at the time of obtaining title to the hereinafter described real property for and in consideration of One and other valuable consideration DOLLARS in hand paid, convey and warrant to EDWARD A. ERICKSON the following described Real Estate:

The North Half (N $\frac{1}{2}$ ) of Section Three (3), and Section Five (5), all in Township Eighteen (18) North, of Range Twenty (20) E., W. M.

Also Sections Thirty-three (33), Thirty-four (34) and Thirty-five (35) in Township Nineteen (19) North, of Range Twenty (20) E., W. M.

Title is subject to such reservations as may be contained in the government patents for said land and in the deeds from the Northern Pacific Railway Company through whom title to a portion of said land is deraigned.

Title is also subject to the right of grantors, their agents, employees, heirs and assigns, to use for highway purposes the road crossing a portion of said premises along the south line of said Section 5, and thence in the general direction of Caribou creek through the remainder of said premises, as said road is at present constructed.

|                    |                   |
|--------------------|-------------------|
| .....              | .....             |
| : I.R.S. \$6.00 :  | : T.O.C. \$6.00 : |
| : E.A.E. 5/31/35 : | : I.R.B. 6/4/35 : |
| .....              | .....             |

Situated in the County of Kittitas, State of Washington.

Dated this 31st day of May, 1935.

WITNESSES:

F. A. Kern

Mary V. Kern

STATE OF WASHINGTON, )  
                                  ) SS.  
County of Kittitas )

I, the undersigned, a Notary Public, DO HEREBY CERTIFY that on this 31st day of May, 1935, personally appeared Mr. F. A. Kern and Mary V. Kern, his wife, and who was his wife at the time of obtaining title to the hereinafter described real property to me known to be the individuals described in, and who executed the within instru-



# DEED RECORD-55

Kittitas County, Washington

ment, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal, this 31st day of May, A. D. 1935.

(Notary Seal)  
Term Exp. May 4, 1936

E. S. Wager  
Notary Public in and for  
the State of Washington, re-  
siding at Ellensburg.

Filed for Record June 4, 1935 at 1:20 P.M.

Herald S. Porter County Auditor

Request of E. A. Erickson

Ira R. Byas Deputy

RECORDING NO. 121464

SAMUEL E. WEBB

TO

QUITCLAIM DEED

Geo. V. OSTROTH

STATUTORY FORM

THE GRANTOR, Samuel E. Webb, of Seattle, in the County of King and State of Washington, for the consideration of Two (\$2.00) DOLLARS, in hand paid, conveys and quitclaims to Geo. V. Ostroth, of the County of King in the State of Washington all interests in the following described Real Estate Sit. Quartz Unpatented Mining Claims, situated in the Fish Lake or Cle Elum (unorganized) Mining District, Kittitas County, State of Washington, described as follows, to-wit: Klondyke Group Claim No. 24, as recorded and described in Book Z of Mines at page 113; Klondyke No. 25, as recorded and described in Book Z of Mines at page 129; Klondyke No. 26; as recorded and described in Book Z of Mines at page 131; Klondyke No. 27, as recorded and described in Book Z of Mines at page 117; Klondyke No. 28, as recorded and described in Book Z of Mines at Page 116; and Klondyke No. 29, as recorded and described in Book Z of Mines at Page 112.

All reference to book and page of recording being the office of the Auditor of Kittitas County, State of Washington,

situated in the County of Kittitas, State of Washington.

Dated this 4th day of June, 1935.

Samuel E. Webb

By W. H. Mackey

Compared  
A. E. H.  
H. L.

291564

TIMBER DEED

KNOW ALL MEN BY THESE PRESENTS: That the GRANTORS, LOYAL W. ERICKSON and FLORA B. ERICKSON, husband and wife, of the County of Kittitas, State of Washington, for and in consideration of EIGHTEEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$18,726.00), to them in hand paid by BOISE CASCADE CORPORATION, a Delaware corporation, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey unto the GRANTEE, the said BOISE CASCADE CORPORATION, a Delaware corporation, its successors and assigns, all timber standing, lying, growing or being, and all timber at any time hereafter in the future standing, lying, growing or being, upon the following-described lands situate in the County of Kittitas, State of Washington, to-wit:

The North Half (N $\frac{1}{2}$ ) of Section Three (3);  
Lots 1, 2 and 3, the South Half of the North East Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ), the South East Quarter of the North West Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ), the North East Quarter of the South West Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ), and the West Half of the South West Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section Four (4);

All of that portion of Section Five (5) which lies south and east of the south and east boundary line of the right of way of the County Road;

All in Township Eighteen (18) North, Range Twenty (20) East of the Willamette Meridian, in the County of Kittitas, State of Washington.

All of Sections Thirty-three (33), Thirty-four (34) and Thirty-five (35);

All in Township Nineteen (19) North, Range Twenty (20) East of the Willamette Meridian, in the County of Kittitas, State of Washington.

together with the perpetual right to enter upon said lands and to cut, remove and carry said timber away, and to practice forestry on said lands, and the perpetual right to construct, maintain and use truck roads, skid roads and other roads through, over and upon the above-described lands for conveying said timber and other timber cut from adjacent lands, and from other lands within the area, and persons, equipment and supplies, over said above-described lands, and for the practice of forestry on said lands, on adjacent lands, and/or on other lands within the area.

It is understood and agreed:

1. That the grantee herein, its successors and assigns, in their logging operations on said above-described lands, will dispose of the slash resulting from such logging operations and obtain clearances for such slash disposal in accordance with the then existing provisions of the laws of the State of Washington applicable thereto.

Filed for Record at 4:46 P.M.  
Date 9-6-61

By XCTC  
Marion Darter, Kittitas County Auditor

101.108 PAGE 522

2. That the grantee herein, its successors and assigns, will, as and after the timber is cut and removed from each section of the above-described lands, seed the spur truck roads and skid roads to domestic pasture grasses.

3. That the grantee herein, its successors and assigns, will construct, install and maintain adequate gates and/or cattle guards through the fences of the grantors, their successors and assigns, at all points where the truck roads and skid roads used by the grantee herein cross said fences on said above-described lands.

And the grantors herein do hereby covenant and agree that they are the owners, and all of the owners, of said lands and of said timber, and that the same are free and clear of all liens and encumbrances, and that they will warrant and defend unto the said Boise Cascade Corporation, the grantee herein, its successors and assigns, the title to said timber and the perpetual right to enter upon said lands and to cut, remove and carry said timber away, and to construct, maintain and use truck roads, skid roads and other roads through, over and upon said above-described lands for conveying said timber and other timber cut from adjacent lands, and from other lands within the area, and persons, equipment and supplies, over said above-described lands, and for the practice of forestry on said lands, on adjacent lands, and/or on other lands within the area.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands at Ellensburg, County of Kittitas, State of Washington, this 6<sup>th</sup> day of September, 1961.

Loyal W. Erickson (SEAL)

Flora B. Erickson (SEAL)

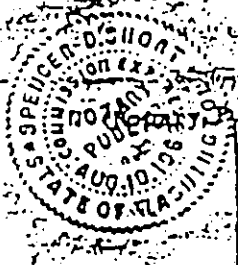
STATE OF WASHINGTON,  
COUNTY OF KITTITAS, SS.

On this day personally appeared before me Loyal W. Erickson and Flora B. Erickson, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16<sup>th</sup> day of September, 1961.

Spencer D. Short  
Notary Public in and for the State of  
Washington, residing at Ellensburg.

My commission expires Aug. 19, 1962.



|                      |
|----------------------|
| RE EXCISE TAX PAID   |
| Amount <u>187.25</u> |
| Date <u>9-6-61</u>   |
| Amount <u>8138</u>   |

E. Erickson

306604  
TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, LAWRENCE A. MANLY AND HAZEL F. MANLY,  
husband and wife;

Filed for Record at 4:44 P.M.  
Date 8-20-63

by KCTC

Notary Public, Kittitas County Auditor

for and in consideration of the sum of - TWO HUNDRED FIFTY -  
Dollars (\$ 250.00 ),

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants,  
bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right  
to enter and erect, maintain, repair, rebuild, operate, and patrol 1 or more line(s) of electric power transmission  
structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires,  
cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described parcel of  
land in the County of Kittitas, in the State of Washington, to-wit:

That portion of the NE1/4SE1/4, the NE1/4E1/4, and the NE1/4NW1/4  
of Section 21, Township 18 North, Range 20 East, Willamette  
Meridian, Kittitas County, Washington, which lies within a strip  
of land 275 feet in width, the boundaries of said strip lying  
75 feet distant northeasterly from and 200 feet distant south-  
westerly from and parallel with the survey line for the Vantage-  
Maple Valley No. 1 transmission line as now located and staked  
on the ground over, across, upon, and/or adjacent to the above-  
described property, said survey line being particularly described  
as follows:

Beginning at survey station 1350+00.0 a point in the SW1/4 of  
Section 22, said Township and Range, said point being N. 1°18'00" W.  
a distance of 1230.8 feet and S. 38°55'10" E. a distance of 702.0  
feet from the quarter section corner in the east line of said  
Section 21; thence N. 38°55'10" W. a distance of 4000.0 feet to  
survey station 1390+00.0 a point in the SW1/4SE1/4 of Section 16, said  
Township and Range, said point being N. 88°46'10" W. a distance  
of 1423.6 feet and N. 38°55'10" W. a distance of 963.0 feet from  
the northeast corner of said Section 21.



(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS:

On the 16 day of August, 1963, personally came before me, a notary public in and for said County and State, the within-named LAWRENCE A. MANLY AND HAZEL F. MANLY, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



W. A. Jenkins Jr.  
Notary Public in and for the  
State of California  
My Commission Expires April 25, 1964  
My commission expires:

STATE OF )  
COUNTY OF ) SS:

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_, records of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_  
deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 33721  
PORTLAND 8 OREGON (97208)

en 2-1-63

RECEIVED - BONNEVILLE POWER ADMINISTRATION - PORTLAND, OREGON

113-114

Together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on July 1, 1963 shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the claims and demands of all persons whomsoever.

Dated this 16<sup>th</sup> day of August, 1963

Lawrence A.      Hazel F. Manly  
Lawrence A.      Hazel F. Manly  
Hazel F. Manly  
Hazel F. Manly

311589

Tract No. V-MY-36;  
V-HV-AB-28-1

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The GRANTOR, herein so styled whether one or more, LOYAL W. ERICKSON, as his separate estate, and FLORA B. ERICKSON, his wife on the date of acquiring title and ever since,

for and in consideration of the sum of ONE HUNDRED SIXTY-FIVE ----- Dollars (\$ 165.00 ),

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate, and patrol 1 or more line(s) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described parcel of land in the County of Kittitas, in the State of Washington, to-wit:

A strip of land 275 feet in width over and across the S<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> of Section 5, Township 18 North, Range 20 East of the Willamette Meridian, in Kittitas County, Washington. The boundaries of said strip are 75 feet distant northerly from, 200 feet distant southerly from, and parallel with the survey line for the Vantage to Maple Valley No. 1 transmission line as now located and staked on the ground, over, across, upon, or adjacent to the above described property. Said survey line is particularly described as:

Beginning at a point in the east line of Section 17, said Township and Range, N3°24'50" E. 2245.4 feet from the quarter-section corner in said east line, which point is designated as survey station 1444 + 29.0; thence N38°55'10" W. 4476.8 feet to a point in the north-south quarter-section line of Section 8, said Township and Range, S0°35'28" E. 2265.5 feet from the quarter-section corner in the north line of said section, which point is designated as survey station 1489 + 05.8; thence N38°55'10" W. 2894.6 feet to a point in the north line of said Section 8, N89°34'40" E. 890.0 feet from the northwest corner of said section, which point is designated as survey station 1518 + 00.4; thence N38°55'10" W. 444.6 feet to survey station 1522 + 45.0; thence N57°22'10" W. 738.0 feet to a point in the west line of Section 5, said Township and Range, R0°49'30" W. 750.6 feet from the southwest corner of said Section 5, which point is designated as survey station 1529 + 83.0; thence N57°22'10" W. 3476.7 feet to a point in the east-west quarter-section line of Section 6, said Township and Range, S88°30'50" E. 2320.1 feet from the quarter-section corner in the west line of said Section 6, which point is designated as survey station 1564 + 59.7;



Filed for Record  
Date 4-2-49 at 4:47 P.M.

By MTC  
Marion Darter, Kittitas County Auditor

VOL 114 PAGE 717

together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

The Grantor also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA, and its assigns, a permanent easement and right of way for the construction, operation and maintenance of a road approximately fourteen feet in width (with such additional widths as are necessary to provide for cuts, fills, and turnouts, and for curves at angle points) on, over, and across the land of the grantor in a portion of the SW 1/4 of Section 5, Township 18 North, Range 20 East of the Willamette Meridian, in Kittitas County, Washington,

for the following purposes, namely: the right to enter and to clear of timber, danger trees, and brush; to build, cut, fill, level, grade, drain, surface, maintain, repair and rebuild a road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over, and across the land embraced within said right of way, as shown colored in red on drawing Serial No. 116028 TDM-D, prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto and by this reference, made a part hereof.

Grantor reserves the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the road by the United States of America, its employees, contractors, agents or assigns.

It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, agents, or assigns, the UNITED STATES OF AMERICA ~~notwithstanding~~ <sup>or its assigns, will</sup> subject to availability of appropriations, repair such damage.

It is further understood and agreed that Grantor may erect or maintain fences across said road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the rights of way on June 21, 1963, shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 25th day of March, 1964

*Lyall M. Erickson*  
Lyall M. Erickson

*Flora B. Erickson*  
Flora B. Erickson

718  
PAGE 718



STATE OF Washington  
COUNTY OF Kittitas ) ss:

On the 15th day of March, 1964, personally came before me, a notary public in and for said County and State, the within-named

LOUIS W. ERICKSON and FLORA B. ERICKSON, husband and wife,  
to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



J. Jochim  
Notary Public in and for the  
State of Washington  
Residing at Vancouver  
My commission expires: 9/2/1965

STATE OF )  
COUNTY OF ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally came before me, a notary public in and for said County and State, the within-named

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the  
State of \_\_\_\_\_  
Residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF )  
COUNTY OF ) ss:

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, and recorded in book \_\_\_\_\_ on page \_\_\_\_\_, records of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_ Deputy.

After recording, please return to:

Enc 2-28-64

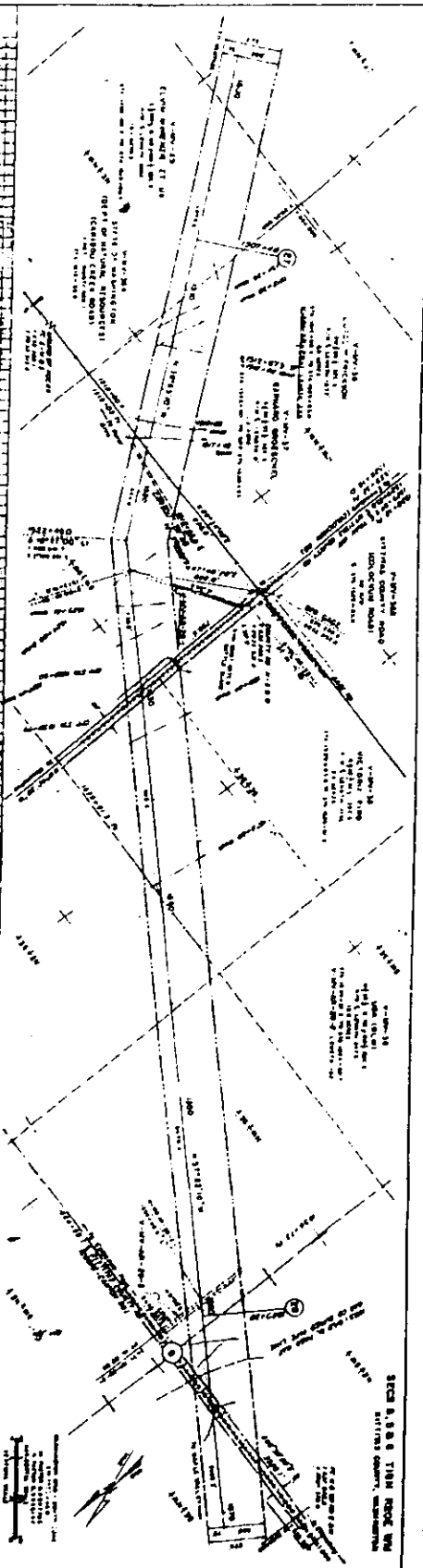
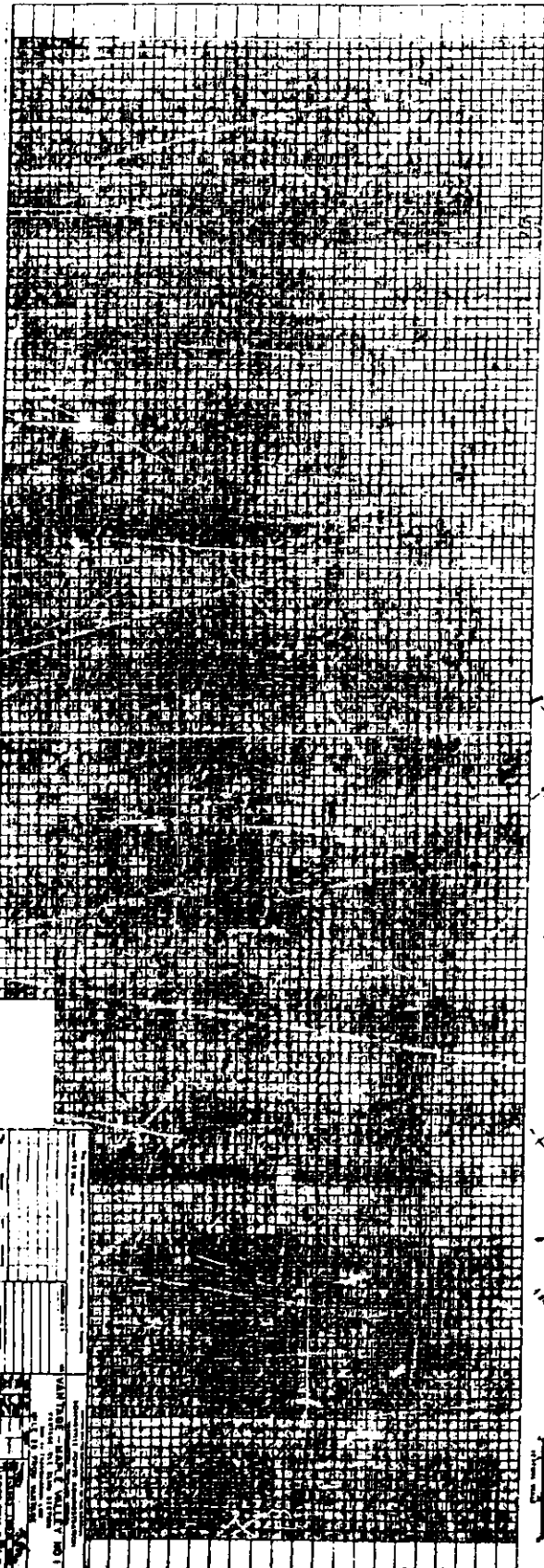
TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 3621  
PORTLAND 8, OREGON

BPA 177  
Rev. 8-2-61

VOL 114 PAGE 719

APR 8 1963

|  |  |
|--|--|
| FROM: ATTY GEN JAMES EARL RAY              |  |
| TO: DIRECTOR, FBI                          |  |
| SUBJECT: MURDER OF MARTIN LUTHER KING, JR. |  |
| RE: MEMPHIS, TENN. APRIL 4, 1968           |  |
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| 100. [REDACTED]                            |  |





DATE \_\_\_\_\_

CHARLES A. CRUSE, JR.  
Professional Land Surveyor  
License No. 18078  
MAY 1, 1996  
DATE



SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act or the request of HANDS ASSOCIATES of ALLY of 1995.

1996, at 12, Y.L.M., in Book 22 of Surveys  
of page(s) 9 of the request of Cruise & Mayson  
BEVERLY M ALLENBAUGH BY: David Allen  
KILLIAS COUNTY AUDITOR

**AUDITOR'S CERTIFICATE**

Filed for record this 1st day of May

1996, at 13 Y/L.M., in Book 22 of Surveys  
at page(s) 9 at the request of Cruse & Nelson

KITTITAS COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act or the request of HANDS ASSOCIATES of ALLY of 1995.

GRAPHIC SCALE



1. Length = 400 ft

LEGEND

|     |                 |
|-----|-----------------|
| —●— | SET PIN & CAP   |
| —○— | FOUND PIN & CAP |
| —+— | FINCH           |
| —P— | POWER LINE      |
| — — | EASEMENT        |

199605010012 22/9 \*10



(10)

490

First American Title  
Insurance Company

Recorded in the County of Kittitas, WA  
Beverly N. Allenbaugh, Auditor

9.00

199608290001 09:33am 08/29/96

When Recorded Return to:  
Caribou Land and Cattle, Inc.  
P O Box 2825  
Redmond, WA 98052

001 4000815 04 04  
W03 2 0 8.00 1.00

RE EXCISE TAX PAID  
Amount \$11608.81  
Date 8-29-96  
Affidavit No. 2392  
SALLY SCHORMANN, TREAS.  
KITITAS COUNTY TREASURER  
m. miss

## Statutory Warranty Deed

THE GRANTOR LANDS ASSOCIATES, a Washington limited partnership

for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION

in hand paid, conveys and warrants to CARIBOU LAND AND CATTLE, INC., a Washington corporation

the following described real estate, situated in the County of Kittitas, State of Washington:

Parcels A, B, C, D, E, F, G, H, J, K, L, M, N, and P of that certain Survey as recorded May 1, 1996, in Book 22 of Surveys, pages 9 and 10, under Auditor's File No. 199605010012, records of Kittitas County, Washington; being a portion of Section 5, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.

EXCEPTING THEREFROM all timber standing, lying, growing or being, and all timber at any time hereafter in the future standing, lying, growing or being, upon said premises, as conveyed to Boise Cascade Corporation, a Delaware corporation, by deed recorded September 6, 1961, in Volume 108, page 522, under Auditor's File No. 291562.

TOGETHER WITH AND SUBJECT TO EASEMENTS T, U, and V as delineated on that certain Survey as recorded May 1, 1996, in Book 22 of Surveys, pages 9 and 10, under Auditor's File No. 199605010012, records of Kittitas County, Washington; being a portion of Section 5, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington. Grantor reserves and retains all rights over easements T, U and V including the right to further grant said easements.

### SUBJECT TO:

1. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on June 4, 1935, in Volume 55, page 545, under Kittitas County Auditor's File No. 121449.  
For : The right of grantors, their agents, employees, heirs and assigns, to use for highway purposes the road crossing a portion of said premises along the South line of said Section 5, and thence in the general direction of Caribou Creek through the remainder of said premises, as said road is at present constructed.  
Affects : Said premises and other land
2. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on September 6, 1961, in Volume 108, Page 522, under Kittitas County Auditor's File No. 291562.  
In favor of : Boise Cascade Corporation, a Delaware corporation  
For : "The perpetual right to enter upon said lands and to cut, remove and carry said timber away, and to practice forestry on said lands, and the perpetual right to construct, maintain and use truck roads, skid roads and other roads through, over and upon the above-described lands for conveying said timber and other timber cut from adjacent lands, and from other lands within the area, and persons, equipment and supplies, over said above-described lands, and for the practice of forestry on said lands, on adjacent lands, and/or on other lands within the area."  
Affects : Said premises and other land

LCR - 73250E

TZ  
18/20  
5  
2-15

199608290001

3. Easement for electric transmission and distribution line, together with necessary appurtenance, granted by instruments recorded on August 20, 1963, and April 2, 1964, under Auditor's File No. 306604, in Volume 113, page 113, and under Auditor's File No. 311589, in Volume 114, page 717.  
To : The United States of America  
Affects : Said premises and other land
4. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington. (Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)
5. Terms and conditions of the partnership under which title is vested.
6. Any question which may arise due to matters disclosed by survey recorded May 1, 1996, in Book 22 of Surveys, pages 9 and 10, under Kittitas County Auditor's File No. 199605010012, including but not limited to the following:
  - a. Location of BPA Easement affecting Parcels A and B;
  - b. Easement T as delineated thereon;
  - c. Easement U as delineated thereon;
  - d. Access Easement V as delineated thereon;
  - e. Location of fence line in relation to boundary line.

Dated August 16, 1996

LANDS ASSOCIATES, a Washington limited partnership

By: Marsilio Di Giovanni

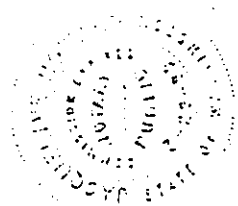
Marsilio Di Giovanni, General Partner

STATE OF WASHINGTON )

COUNTY OF KING ) ss.

On this 22<sup>nd</sup> day of August, 1996, personally appeared before me Marsilio Di Giovanni, to me known to be the general partner of the Lands Associates Partnership, a limited partnership, and acknowledged the said instrument to be the free and voluntary act and deed of said Partner on behalf of said Partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said Partnership.

Jacqueline Howard  
Notary Public in and for the State of  
Washington, residing at Spokane  
My commission expires 03/29/99





200104060002  
Page: 1 of 2.  
04/08/2001 10:34A  
MULTI 42.00

(11)

When Recorded Return To:  
Law Office of C. K Heaverlo  
1637 Vantage Highway  
Ellensburg, Wa 98926

**AUDITORS NOTE** Portions of this  
document poor quality for imaging

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR  
ELK TRAIL  
DIVISION 1

|                             |   |                               |
|-----------------------------|---|-------------------------------|
| Grantor                     | : | Caribou Land and Cattle, Inc. |
| Add'l on page               | : |                               |
| Grantee                     | : | Caribou Land and Cattle, Inc. |
| Add'l on page               | : |                               |
| Legal Description (abb)     | : | Port. 5 Twp 19 N Rge 20       |
| Add'l on page               | : |                               |
| Assessor's Tax Parcel No. : |   | 18 20 05000 0001              |
|                             |   | 18 20 05000 0005              |
|                             |   | 18 20 05000 0006              |
|                             |   | 18 20 05000 0007              |

Real Estate Excise Tax  
Exempt  
Kittitas County Treasurer  
By Michaelton  
04-06-01



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| ARTICLE III  | PROPERTY RIGHTS   | 5  |
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| ARTICLE V    | EASEMENTS   | 8  |
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
ELK TRAIL

This Declaration is made by the undersigned developer (hereinafter referred to as the "Declarant").

BACKGROUND

A. Declarant is the owner of real property located in Kittitas County commonly known as Elk Trail, which includes real property as follows:

EXHIBIT A: Legal Description of all Development Property  
(Hereinafter referred to as "Property")

EXHIBIT B: Map of Trail Easement  
(Across Section 33, Twp. 19N, Rge 20E W.M.)

B. Declarant desires to develop a recreational/residential development which shall include a private, wildlife refuge and conservancy and property owned by the Association created herein.

C. Declarant desires to impose on the Property these protective covenants for the purpose of enhancing, protecting, preserving, and augmenting the natural environment features of the Property, as well as protecting and preserving the Wildlife on the Property in a manner that will benefit the public's interest in the Wildlife and yet allow for the orderly development of the Property. Declarant desires to provide the Property and the future owners and occupants of the Property with the mutual protection and benefits of having uniform protective covenants which will promote these goals.

D. Declarant will incorporate an owners' association to provide a means for meeting the purposes and intents set forth in the Declaration.

E. GRANTOR HEREBY DECLARES that all the Property (as described in Exhibit "A," shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions and charges, assessments and liens, which are or may be imposed for the purpose of protecting the value and desirability of the Property and which shall run with the Property

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

**ELK TRAIL**

**A PRIVATE WILDLIFE REFUGE**

This Declaration is made by the undersigned developer (hereinafter referred to as the "Declarant").

**BACKGROUND**

A. Declarant is the owner of real property located in Kittitas County commonly known as Elk Trail, which includes real property as follows:

- EXHIBIT A: Legal Description of all Development Property  
(Hereinafter referred to as "Property")
- EXHIBIT B: Map of Trail Easement  
(Across Section 33, Twp. 19N, Rge 20E W.M.)

B. Declarant desires to develop a recreational/residential development which shall include a private, wildlife refuge and conservancy and property owned by the Association created herein.

C. Declarant desires to impose on the Property these protective covenants for the purpose of enhancing, protecting, preserving, and augmenting the natural environment features of the Property, as well as protecting and preserving the Wildlife on the Property in a manner that will benefit the public's interest in the Wildlife and yet allow for the orderly development of the Property. Declarant desires to provide the Property and the future owners and occupants of the Property with the mutual protection and benefits of having uniform protective covenants which will promote these goals.

D. Declarant will incorporate an owners' association to provide a means for meeting the purposes and intents set forth in the Declaration.

E. GRANTOR HEREBY DECLARES that all the Property (as described in Exhibit "A," shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions and charges, assessments and liens, which are or may be imposed for the purpose of protecting the value and desirability of the Property and which shall run with the Property



and be binding upon and inure to the benefit of all parties having any right, title or interest in any portion of the Property, their heirs, successors, and assignees.

## ARTICLE I DEFINITIONS

Section 1. "Approval" shall mean the issuance of written approval, or any written waiver of approval rights, or the issuance of a letter of "no objection".

Section 2. "Architectural Control Committee" shall mean the "ACC" as described in this Declaration.

Section 3. "Articles" means the Articles of Incorporation of the Elk Horn Ranch filed with the Secretary of State, establishing the Association as a non-profit corporation.

Section 4. "Association" shall mean the Elk Trail Owners' Association, a Washington non-profit corporation, and its successors and assigns.

Section 5. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 6. "Declarant" shall mean the undersigned owners of the property, and their successors and assigns; provided, however, that no successor or assignee of Declarant shall have any rights or obligations of Declarant under this Declaration unless such rights and obligations are specifically set forth in the instrument of succession or assignment.

Section 7. "Declaration" means the covenants, conditions, and restrictions and all other provisions set forth in this entire document, and as the document may from time to time be amended.

Section 8. "First Mortgagee" shall mean a lender who holds the first mortgage on a Lot and who has notified the Association of the lender's holdings.

Section 9. "Lot" shall mean any numbered plot of land shown on any recorded record of survey of the Property.

Section 10. "Lot Owner." or "Owner" shall refer to the record owner, whether one or more persons or entities, or a fee simple title to any Lot which is part of the Property, including contract purchasers, but excluding contract sellers and those having an interest merely as security for the performance of an obligation.

Section 11. "Member" shall mean every person or entity who holds membership in the Association.

Section 12. "Mortgage" shall include a Deed of Trust, Real Estate



Contract, or other security interest.

Section 13. "Natural Environment" shall mean "Natural" as that which is existing in or produced by nature and not artificial and "Environment" as the complex physical, chemical, and biotic factors (such as climate, soil, and living things) that are part of the ecological system of the Property and the surrounding area.

Section 14. "Notice" shall mean written notice delivered personally or mailed to the last known address of the intended recipient.

Section 15. "Property" shall mean the Property as legally described on Exhibit "A", and as amended under the terms of the Declaration.

Section 16. "Roads" shall mean the roads shown on the recorded survey of the Property which provide access to the driveways of the Parcels.

Section 17. "Rules" shall mean the Elk Horn Trail adopted in accordance with this Declaration and the Bylaws of the Association.

Section 18. "Wildlife" shall mean living things that are neither human nor domesticated, such as but not limited to mammals, birds, gaming fowl, fishes, and any other living things included in the definition by approval of the Board of Directors.

## ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 1. **Membership.** Every Lot Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

Section 2. **Voting.** The Owners of each Lot shall be entitled to one (1) vote. When more than one person holds an interest in any Lot, all such persons shall be Members, but combined they shall have only one vote. The vote for any Lot shall be divisible and exercised as the Lot Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Voting may be carried out either in person, by mail, fax, or by written proxy. See ARTICLE XIII for voting percentage.

## ARTICLE III PROPERTY RIGHTS

Section 1. **Lot Owner's Easements of Enjoyment.** Each Lot Owner shall have a right and an easement of enjoyment in and to any easement granted to the Association as shown on Exhibit "B", or in any other instrument of record, subject to the following provisions:



a. The Association has the right to suspend any Lot Owner's voting rights for any period during which any assessment against the Lot Owner's Lot remains unpaid or the Lot Owner (or its invitee or tenant, etc.) is in material breach of this Declaration.

b. No Lot Owner shall in any way obstruct, restrict, or limit another Lot Owner's use of the roads or community easements, if any, by parking or storing any vehicle or structure or other item, or installing and or constructing any building which would obstruct use of the easement.

c. Any Lot Owner may delegate, in accordance with this Declaration, that owner's right to enjoyment of the easements and associated facilities to the members of the Lot Owner's family, invitees, and/or guests. Lot owners are responsible at all times for the conduct of their guests.

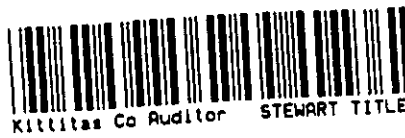
d. Each Lot Owner covenants and agrees to hold the Association harmless from any claim of damage arising from the use of the road or trail easements, described on the attached Exhibits A and B.

**Section 2. Common Recreation Area.** Lot owners shall have a right to use a trail area depicted on the attached Exhibit B. Such use shall be limited to hiking, horseback riding, snowshoeing, Mountain Biking, and snowmobiling, and any other noncommercial use as agreed by the Association and Declarant.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of Lien - Personal Obligation of assessments.** Each Lot Owner agrees to pay to the Association annual assessments or charges, and special assessments and emergency assessments. These assessments are to be established and collected from time to time as provided for under this Declaration and the controlling documents of the Association. Any annual, special, and emergency assessments, together with interest, costs, collection costs, and reasonable attorney's fees (including those for appeals) shall be a continuing lien on the Lot against which such assessment is made and shall also be the joint and several personal obligations of all persons who hold an ownership interest in such Lot at the time when the assessment fell due. This provision shall be enforced in accordance with the provisions of Section 10 of this Article.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the improvement and maintenance of Association easements and rights of way, road maintenance and snow removal.



**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, the maximum annual assessment shall be \$100 per Lot. Thereafter, from and after January 1 of the year immediately following the conveyance of the first Lot to a Lot owner, the annual assessment may be increased by approval of the majority of the Lot Owners, except that the Board of Directors may increase the annual assessments in any year by up to ten percent (10%) without a vote of the Members.

**Section 4. Determination of Assessments.** The Association shall not be required to return excess assessments for any year over and above actual expenses paid or incurred. Such excesses shall be placed in a reserved account in the Association's name to be used as the Board of Directors sees fit. Written notice of the annual assessments shall be sent to every Lot Owner. The assessment established for the prior year shall automatically be continued until such time at the Association votes to change the assessment. The annual assessments shall be sufficient to meet the obligations imposed by the Declaration and any amendments to the Declaration, and shall be sufficient to establish an adequate reserve fund for the maintenance, repair, and improvement of the roads and any other Common Areas, plus any other costs or fees incurred by the Association.

**Section 5. Paid Assessments.** Paid assessments shall be promptly deposited in a commercial bank account selected by the Board of Directors, which account shall be clearly designated in the name of the Association. The Board of Directors shall be responsible for maintaining the account, giving notice of all assessments, collecting all assessments, and enforcing all assessments. Any withdrawals from the bank account shall require the signature of the President or Treasurer of the Board of Directors.

The paid assessments shall then be forwarded to the Elk Horn Home Owner's Association in payment for the maintenance of the road easements.

**Section 6. Special Assessments.** In case the annual assessment is insufficient for any reason, the Association shall have the authority to levy a special assessment or emergency assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement of any road or any Common Area, or to make up the deficiency in the reserve fund. Any special or emergency assessment must be approved by the majority of the Lot Owners.

**Section 7. Notice.** Written notice of any meeting called for the purpose of taking any actions authorized under any section of this Declaration shall be sent to all members not less than thirty (30) days and no more than sixty (60) days in advance of the meeting.



Section 8. **Uniform Rate of Assessments.** All annual, special, and emergency assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis (subject to provisions for Declarant as set forth in section 3 above).

Section 9. **Due Date of Annual Assessments.** The annual assessments shall be due on the first day of July for each calendar year. A pro-rated initial annual assessment shall be paid by each new Lot Owner on the close of the sale's escrow for each particular Lot. Special and emergency assessments shall be paid within thirty (30) days of the mailing of a request to pay the same, unless the Board of Directors establishes a different time period.

Section 10. **Effective Non-Payment of Assessments - Lien Rights - Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum, or the highest rate allowed by law, whichever is lower. The Board of Directors on behalf of the Association may sue the Lot Owner personally obligated to pay and/or foreclose a lien against the Lot in the same manner as a mortgage of real property. If an attorney is retained, the Lot Owner liable for the assessment shall pay all of the costs and expenses, including reasonable attorney's fees (including those for appeals and discovery), all of which shall be secured by the lien.

Section 11. **Subordination of Lien to Mortgages.** The lien of an assessment shall be subordinated to the lien of any First Mortgage. A sale or a transfer of any Lot shall not effect the assessment lien.

## ARTICLE V EASEMENTS/MAINTENANCE

Section 1. **Roadway/Utility/Drainage Easements..** A sixty (60) foot wide right-of-way perpetual easement is hereby granted as set forth and delineated as Easements "T" "U" and "V" on that Certain Survey as recorded May 1, 1996 in Book 22 of Surveys at Pages 9-10, under Auditor's File No. 199605010012, Records of Kittitas County, Washington; Being a Portion of the Section 5, Township 18 North Range 20 East, W.M. in the County of Kittitas State of Washington or shown by any instrument of record.

These rights-of-way are to be used for roadways, utilities, drainage, cross-country skiing, horse back riding, and walking. The rights-of-way may also be used for biking and motorized vehicles as designated by the ACC.

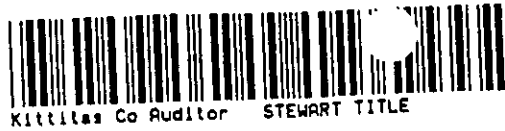
The Elk Horn Home Owner's Association shall maintain, improve, repair, and control the roadways and the area over, under, and above the right-of-way easement areas, pursuant to the Declaration of Easements, Covenants, Conditions and Restrictions for Elk Horn Ranch recorded April 6, 2001 under Kittitas County Auditor's file number ~~200104060002~~. The Elk Trail Home Owners Association shall pay a maintenance fee to Elk Horn Owner's Association in the amount provided for in Article IV, paragraphs 4 and 5 hereof.

All Lot Owners shall have use of the sixty (60) foot rights-of-way, subject to any limitations established by the Board of Directors. Within these rights-of-way, no structures, plantings, or fill materials shall be placed or allowed to remain which may, in the opinion of the ACC, damage or interfere with the installation and maintenance of roads, utilities, and drainage. These rights-of-way easements shall be perpetual, shall run with the land, shall be binding on and inure to the benefit of the Lot Owners and their heirs, successors, and assigns. The Board of Directors shall control use of the right-of-ways and shall have the right to limit use by snowmobiling, cross-country skiing, bicycle riding, or other means of transportation. Utility easements are hereby reserved in addition to the sixty (60) foot wide right-of-way easement shown on the final plat. These additional utility easements shall be located on any portions of the Property that are determined to be reasonably necessary by the Declarant or the Board of Directors (if Declarant has passed control to the Board of Directors) for installation, maintenance, and repair or replacement of utilities either above or below ground level. These additional easements shall be wide enough for the reasonable installation, maintenance, repair and replacement of any utility subject to all controls and limitations established for other utility easements under the terms of the Declaration. These additional easements shall be used on those portions of the Property where the topography of the land, etc. makes it difficult to install utilities in the sixty (60) foot wide right-of-way.

**Section 2. Easement for Emergency Personnel.** A right of access for personnel for the protection of the Property and Wildlife, or to do maintenance or repair work under the terms of this Declaration, which has not been completed in a timely manner by any Lot Owner is hereby granted to the Association. This easement shall also run with the land and be binding on and inure to the benefit of the Association. Reasonable notice shall be given, except in emergency situations.

**Section 3. Easement for Government Personnel.** A perpetual easement for access by police, fire, rescue, and other government personnel is hereby granted to the Association, across all Common Areas and





easement, roadways, and Lots as is necessary or appropriate for the performance of public duties.

**Section 4. Conveyance to Public Entity.** The right to convey, at any time to the relevant government agency, the right-of-way easements, or to give any public utility an easement to install facilities such as power lines, gas lines, sewer lines, water lines, cable lines, etc. is hereby granted to the Association. All rights granted under this Section shall require approval by three-quarters of the Board of Directors.

**Section 5. Trail Easement.** An perpetual easement over existing trail as designated on the attached Map (Exhibit B) is hereby granted to the Association, subject the terms of this paragraph and other restrictions as contained in this Declaration, for the purpose of hiking, horse back riding and other uses as may be approved and by the Board of Directors. Motorized vehicles may be used on the trails in designated areas as specified and approved by the Board of Directors. The Board of Directors shall adopt rules and regulations for the use of said trails.

## ARTICLE VI DECLARANT'S RIGHT TO APPOINT MEMBERS OF BOARD OF DIRECTORS AND ACC

Until all Lots within the Property described on Exhibit "A" have been sold to third parties and/or retained by Declarant, or Declarant has determined not to add such real property to this Declaration, Declarant shall have the sole right to appoint the Members of the Board of Directors and the members of the ACC.

## ARTICLE VII ARCHITECTURAL CONTROL COMMITTEE

**Section 1. Appointment.** An architectural Control Committee ("ACC") consisting of not less than three (3) and no more than seven (7) persons shall be appointed by the Declarant until such time as the conditions in Article VI have been met. At that time, the Board of Directors shall have the sole right to appoint members of the ACC.

**Section 2. Duties.** Unless limited by the Board of Directors, the ACC shall have the authority to review and act on behalf of the Association and Board of Directors in all matters relating to enforcement of the protective covenants listed in this Declaration or the use, blockage, or limitation of any easement referred to in this Declaration, or the



enforcement of any other decision of the Board of Directors which the Board of Director designates to the ACC. However, this designation of authority to the ACC does not remove or limit in any way the authority of the Board of Directors to at any time enforce the provisions of this declaration, the Articles and Bylaws of the Association, or other rules and regulations established by the Board of Directors.

**Section 3. Meetings; Compensation.** The ACC shall meet as necessary to properly perform its duties, and shall keep and maintain a record of all actions taken at the meetings or otherwise. Unless authorized by the Association, the members of the ACC shall not receive any compensation for their services. However, all members shall be entitled to reimbursement for reasonable expenses incurred in connection with the performance of any ACC duties.

**Section 4. Non-Waiver.** Approval by the ACC of any plans, drawings, or specifications shall not be a waiver of the right to withhold approval of any similar plan, drawing, specification, or matter submitted for approval. However, approval shall not be unreasonably withheld.

**Section 5. Liability.** Neither the ACC nor any of its members shall be liable to the Association or to any Lot Owner for any damage, loss or prejudice resulting from any action taken in good faith on a matter submitted to the ACC for approval, nor shall the ACC nor any members be liable to the Association or to any Lot Owner for failure to approve any matters submitted to the ACC. The ACC or its members may consult with the Association or any Lot Owner with respect to any plans, drawings, or specifications, or other proposals submitted to the ACC.

**Section 6. Approval of Plans by ACC.** The ACC shall meet monthly at the time and place of the Board of Trustees' meeting to consider and approve building plans. To have plans considered, complete plans and specifications must be submitted at least ten days prior to the scheduled meeting. If the plans are complete and meet the requirements of the Covenants, the plans will be approved at this meeting. One set of plans with signed approvals is required and must be on the job site at all times.

All buildings and structures, including homes, walls, detached garages and excavations for these shall be approved by the ACC, including remodeling or additions to existing buildings. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing proposed location of same on the particular building site, shall be submitted to the ACC. Construction or alterations shall not be started until written approval thereof is given by the ACC. The maximum height of any building or structure shall be 30 feet

above the approved building site, provided that the ACC shall be authorized to further restrict the height of any building to conform with the purposes, goals and provisions set forth in this Declaration of Restrictive Covenants.

As to all improvements, construction and alterations in Elk Trail the ACC shall have the right to refuse or approve any design, plan or color for such improvements, construction or alterations which are not suitable or desirable in the ACC's opinion, aesthetic or otherwise, and in so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure and the material of which it is to be built, the exterior color scheme to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure or alterations therein as planned on the outlook of the adjacent or neighboring property and the effect, or impairment, said structure will have on the view of surrounding building sites, and any and all other factors which in the ACC's opinion shall affect the desirability and suitability of such proposed structure, improvements or alterations.

Section 7. **Waiver of Restrictions and Limitations.** ACC reserves the right to enter into agreement with the owner of any lot or lots (without the consent of the owner of other lots of adjoining or adjacent property) to deviate from the conditions, restrictions, limitations and agreements contained in this Declaration in certain particulars in a specific case, and any such deviation which shall be manifested in an agreement in writing shall not constitute a waiver of any such conditions, restrictions, limitations or agreements as to the remaining lots in the subdivision and the same shall remain fully enforceable as to all other lots located in the subdivision.

## ARTICLE VIII VARIANCE FROM COVENANTS

Because the Property includes land with many different characteristics and conditions, the Board of Directors may allow a variance of the Protective Covenants set forth below if the variance is approved by the majority of the members of the Board of Directors. All decisions shall be final.

## ARTICLE IX PROTECTIVE COVENANTS

Section 1. **Recreational/Residential Use.** Lots shall be used solely for recreational and residential use except as provided for in this Article.

Under no circumstances shall any recreational vehicle, motor home, trailer, travel trailer or camper be installed in a permanent manner.

**Section 2. Mobile Homes/Manufactured Homes.** No Mobile Homes shall be allowed. At this time, manufactured homes will not be allowed. Any variance to the allowance of manufactured homes shall be reviewed and approved by the architectural committee on an individual basis.

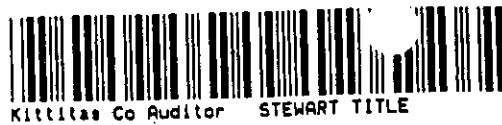
**Section 3. Construction of Buildings.** All Buildings must meet with all zoning and building regulations of the relevant governmental agencies. Furthermore, all exterior construction must be completed within one year of initiation of construction. Buildings must be placed in a manner to promote and protect Wildlife migration routes and habitats, as well as enabling Lot Owners to take advantage of views. Whenever possible, placement of homes shall be done in a manner to have the least impact on wetlands and other areas considered sensitive by any governmental agency or deemed important by the Board of Directors for the conservancy and refuge purposes of the development. In approving the placement of residences, driveways, and other buildings, the ACC is given broad powers.

**Section 4. Residences/Outbuildings.** A building site shall consist of at least one or more lots as shown on said plat or a parcel composed of such portion of such lots as may be approved and designated as a building site by the ACC provided the same shall be in compliance with the then existing and effective laws and regulations of the State and County.

No building or structure shall be erected, constructed, maintained or permitted upon such lots except upon a building site except a single residential or guest lodging unit structures including barns and outbuildings etc. in compliance with all current zoning and building regulations for Kittitas County.

All buildings will include a minimum of 700 square feet of living space or a 400 square foot footprint, exclusive of patio, decks and porches. All carports, storage sheds, or separate structures must be approved by the ACC. Detached garages will be allowed. The style and color of the garage shall match the house. All exterior trim shall be uniform in style and color. Each run of exterior railing shall be earth tone or other ACC approved color. The roof color shall also be approved by the ACC. The siding color and the roof color shall be uniform through the exterior of the structure. The color of the exterior of the building shall be included when the plans are submitted to the ACC for approval. Metal buildings shall be allowed. The exterior siding and roofs of outbuildings shall be approved by the ACC.

The roof of the house shall overhang the sides a minimum of 18



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inches measured horizontally, except to maintain uniformity in the event of addition on currently existing buildings and must be approved by the ACC. It is recommended that all roofs shall have a minimum of a 4/12 pitch.

The location of Propane and other tanks, including all other utilities shall be located on a site plan and approved by the ACC prior to placement, and are to be located to minimize visual impact. Landscaping buffers shall be placed around above ground tanks to screen visual impact by all neighboring views.

Driveways shall be located within the projection of the homeowner's property lines. All structures will provide a minimum of one parking space per unit, within the boundaries of the homeowner's property lines. All structures will provide a minimum of one parking space per unit, within the boundaries of the homeowner's property lines.

**Section 5. Building Limits.** No structure shall be placed nearer the front lot line or nearer to the side lot line or nearer to the rear lot line than the minimum building setback lines, if any, shown on the recorded plat of Elk Trail any event, no such building or structure shall be placed on any lot nearer than 50 feet to the front lot line or nearer than 50 feet to any side lot line except upon the approval of the ACC as set forth in these covenants. Prior to approval of building plans, each owner must demonstrate to the satisfaction of the ACC the exact location of all property corners, which should be marked appropriately. No television or radio aerials which are more than 6 feet in height above the highest point (exclusive of chimneys) on any building or structure shall be erected or placed on any lot. No satellite dishes larger than 1 meter in diameter, rotary beams or similar devices shall be constructed on any lot. Satellite dishes of 18 inches or smaller must be attached to the house and be no higher than the highest part of the roof, unless line of sight is not possible from the house. In cases where reception is not possible with a house mounted system, upon approval of the ACC, a dish may be placed in the least visible location that will allow reception.

**Section 6. Prosecution of Construction Work.** Any structure erected or placed on any lot in the subdivision shall be completed as to external appearance, including finished painting within six months of the start of construction and shall be connected to an acceptable sewage disposal facility. Job sites shall be routinely cleaned of exterior debris through project completion.

Temporary living quarters such as travel trailers, car campers and motor homes with self contained, chemical toilet will be permitted only upon application to and with prior approval of the ACC. The length of the permit period will be limited to one building season with renewal at the sole

discretion of the ACC. Permits for temporary living quarters will be granted only in conjunction with approved construction of a permanent dwelling. All such temporary living quarters must include approved sanitation and drinking water facilities.

**Section 7. Fences.** Fences must be constructed in a manner and of material so that the natural migration of the Wildlife such as elk and deer shall not be limited. In most circumstances, a three strand or rail fence shall be acceptable so that Wildlife can either jump the fence or go underneath the lower strand or rail. Each Lot Owner must have the ACC review and approve proposals for installation of fences prior to installation. The ACC reserves the right to require the alteration or removal of any fence installed or altered without their prior approval. No fence shall use a material which may endanger any other person or a material that would likely cause harm to the Wildlife (barbed wire installed at the appropriate levels is acceptable). However, fences used to keep out Wildlife may be installed around cultivated garden areas, orchard areas, dog kennels, or play areas for children as shown to be absolutely necessary, in order to prevent Wildlife from entering the area, except that any such fencing material, again, is subject to review by the ACC and must not be dangerous to the Wildlife.

**Section 8. Hunting/Poison.** All Lots shall be developed and maintained as a part of a private, wildlife refuge and conservancy. As such, absolutely no hunting shall be allowed on the Ranch Sites, whatsoever, whether by use of firearms, bows and arrows, traps, or any other means of catching or killing Wildlife, except as permitted under the terms of this declaration. Similarly, there shall be no discharge or firing whatsoever of any firearm or any hunting equipment of any sort which may endanger other residents or property of the lot owners of the Association or of the residents or property on any Easement granted herein, or which is a nuisance to other residents. Fishing rights and possible other animal control may be allowed as established by the Board of Directors. Rat or mice poison may be used where it is not a danger to Wildlife. Fishing shall be allowed by Lot Owners and their family members, as well as occasional guests, subject to rules and regulations of the Board of Directors. However, fishing shall not be allowed for any commercial purposes. Furthermore, if the Board of Directors determines that fishing should be restrained in order to protect the growth and development of certain fish, the Board of Directors shall have the authority to restrict fishing rights of Lot Owners and their family and guests, including the right to require non barbed fishing and the returning of such fish to the stream.

**Section 9. Further Subdivision of Lots.** No Lot may be



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subdivided, nor may boundary line revisions be used in order to create a new lot. No divisions whatsoever may occur for purposes of sale or lease of any lot.

**Section 10. Domesticated Animals.** No more than two (2) Dogs or cats are allowed on any Lot. If a dog or cat has a litter, the additional dogs or cats may remain on the Property for up to five (5) months, but no Lot owner shall keep, breed or maintain pets for commercial purposes. Any animal, whether household pet or farm animal, must be restrained to remain within each Owner's Lot. Furthermore, all dogs belongings to residents, occupants, guests, or other personal lawfully on the Property must be kenneled, leashed, or under direct human supervision at all times and not be allowed to roam freely, in order to protect Wildlife, including but not limited to nestling grouse, fowl, songbirds, deer, and elk. All animals must be kept off the other Lots in the Property. Any animal causing a nuisance or unreasonable disturbance or danger to other Lot Owners or the Wildlife shall be permanently removed from the Lot within Ten (10) days notice from the Association. Any dispute as to the raising or keeping animals shall be submitted to the Association, and the decision of the Association in all matters shall be final.

**Section 11. Timber Removal.** Lot Owners cannot remove, or have removed, timber from their Property without the approval of the Association, except that Lot Owners may remove any diseased or dangerous trees, or occasionally thin trees for that Lot Owners use on that Lot for wood burning stoves, fireplaces, etc.

**Section 12. Brush Picking/Harvesting of Other Wildlife.** Lot Owners may pick brush on their Lots and harvest other plant life, except that all Lot Owners agree to take care to retain as much natural vegetation as they can in order to retain Wildlife shelters and nesting areas. Under no circumstances may any Lot Owner allow brush picking or the harvesting of other plant life for commercial purposes, or by those that are doing it for commercial purposes. Furthermore, the Board of Directors has the authority to establish rules and regulations in order to give such protection and may limit brush removal or harvesting of plant life.

**Section 13. Retention of Hunting and Roosting Perches.** All existing snags on the Property shall remain uncut to provide:

- a. important hunting and roosting perches for hawks, owls, and eagles, and;
- b. important habitat for the many cavity nesters found in the area, unless such snags present a risk to human life or property.

**Section 14. Commercial Enterprises.** No commercial enterprises

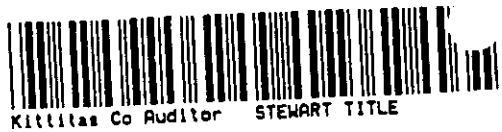
are allowed, except as approved by the Board of Directors. And, the Board of Directors shall have no authority to approve any commercial enterprise other than that which would be commensurate with the development of Elk Horn Ranch under the terms of this Declaration. It is anticipated that some Lots may be used as a bed and breakfast residence; small guest ranch, or for other equestrian activities, i.e., breeding, training and the like. Only these enterprises are approved and cannot be changed by the Board of Directors. All such structural facilities and fencing shall be in compliance as set forth in this section and shall be in compliance with all State Laws and Kittitas County Zoning Ordinances.

**Section 15. Rentals.** No Lot Owner may rent out any portion of that Lot Owner's Lot, or any recreational shelter for more than six (6) weeks in any calendar year. All tenants must sign a copy of this Declaration. Each Lot Owner hereby grants to the Association the right to evict any tenant if that tenant is violating any term of this Declaration, or any of the rules or regulations established by the Board of Directors, or the Articles and Bylaws of the Association. Although it is the Lot Owner's duty to evict such a tenant, the Association may do so if the Lot Owner fails to do so in a timely manner. Any costs and fees incurred by the Association shall be a lien on the Lot Owner's and shall be treated as a lien for unpaid assessment.

**Section 16. View Protection.** Trees planted by any Lot Owner after the recording of this Declaration, may not interfere with the view of any other Lot Owner in the Property. Although part of the goal of the private conservancy and refuge is to encourage and enhance the Wildlife and natural vegetation, existing views are to be protected. In any dispute regarding view protection, the ACC shall make final decisions.

**Section 17. Wildlife.** As set forth in Declarant's Declaration, the purpose of the development is to provide for residences on 20 acre or larger Lots, while at the same time protecting and enhancing the preservation of Wildlife and the natural environmental features of the Property. It shall be the responsibility of the Board of Directors and the Association to promote and enforce this purpose, along with any requirements of a relevant governmental agency. For instance, there shall be no interruption of the flow of any stream located on the Property; fencing and placement of improvements shall be done to minimize any impact on Wildlife migration and habitation; whenever possible, there shall be no disturbance or negative impact on wetlands in order to protect water fowl; and, no noxious or poisonous chemicals, sprays, or noise shall be permitted which would interfere with the protection and enhancement of Wildlife, as well as the peace and quiet of the Lot Owners. Noxious noises shall be defined as those





which are not compatible with the intent and goal of the development. No illegal activities shall be conducted on any Lot.

**Section 18. Recreational Equipment.** Hiking, horseback riding, and bicycling are allowed on trails designated for that purpose. The Board of Directors has the right to limit use. Snowmobiles shall not be used in a manner that will interfere with Wildlife. However, snowmobiles and other recreational vehicles will be allowed along the right-of-way easement in areas designated by the Board of Directors. Residents may use the roads as designated by the Board of Directors as is appropriate for the season for the purpose of ingress and egress to the designated riding areas. Other motorized vehicles must use only the roadways.

**Section 19. Setbacks.** Setbacks from all rivers and wetlands shall be at a minimum established by the local governmental agency having jurisdiction over the Property.

**Section 20. Garbage and Refuse.** No garbage, refuse, rubbish, cuttings, or debris of any kind shall be deposited on or left on any Lot unless placed in a sanitary container and according to local regulations. Where reasonably possible, they should be screened from the view of any other Lot Owner. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

**Section 21. Hazardous Materials.** No hazardous materials, other than petroleum-based products used solely by the Lot Owner (such as oil and gas for consumption on the Property) shall be stored, used, or transported across the Property. All use of any materials identified as hazardous by any local, state, or federal governmental agency or legislation or ordinance shall be included in this paragraph. Each Lot Owner shall be responsible for clean-up of any contamination or spill in accordance with all governmental regulations. If a Lot Owner fails to complete any such clean-up or remediation, the ACC may do so after giving thirty (30) day written notice (except in emergencies where no notice is required) to the Lot Owner. The costs and fees associated with any such clean-up or remediation shall be a lien against that Lot Owner's Lot, and be treated the same as a lien for an unpaid assessment.

**Section 22. Utility Pay-Back.** If the local public utility district will allow, latecomer's fee may be charged for installation of utilities, if a Lot Owner (including Declarant) brings utilities across or in front of any other Lot Owner's Lot. Latecomer's fees must be paid at the time of hook-up to the public utility or designated party by the latecomer. Any unpaid latecomer's fees shall incur the same interest as an assessment and shall be considered as a lien for an unpaid assessment, except that such lien shall be

collected solely by the Lot Owner who is to receive the pay-back.

**Section 23. Signs.** No commercial signs or signs for any kind of advertising may be placed on any Lot, except as allowed by the Association for the accepted quasi-commercial allowed uses (bed and breakfast, stables, etc.).

**Section 24. Authority to Adopt Additional Rules and Restrictions.** The Board of Directors shall have the authority to adopt additional written rules and restrictions governing the use of the Property, provided such rules and restrictions are consistent with the purposes of the Declaration. The Board of Directors shall also have the authority to establish penalties for violation of those rules and restrictions. If rules and restrictions are adopted, they, along with the established penalties, shall be available to all Members on request. If sixty percent (75%) of the Lot Owners vote to not accept a rule or regulation, that rule or regulation shall be void. However, the Board of Directors has the authority to have the enforceability and validity of any rule or regulation arbitrated if the Board of Directors deems it important for promoting and preserving the Property as a private wildlife refuge and conservancy.

**Section 25. Compliance with Kittitas County Zoning and Building Regulations.** All construction must be consistent with and done in compliance with the zoning and building regulations for Kittitas County, and any other relevant governmental agency. However, where the terms of this Declaration are more restrictive than those of a relevant governmental agency, this Declaration shall prevail.

**Section 26. Wildlife Harassment/Interference.** All Lot Owners agree to educate their family, guests, and tenants against harassment of all Wildlife and about the benefits of nonintrusive Wildlife enjoyment. As a private wildlife refuge and conservancy, each Lot Owner agrees to not interfere with Wildlife migration corridors, natural habitats, or wetlands and streams, and to prevent guests, tenants, and invitees from any such interference.

**Section 27. Guest Limit.** No Lot Owner shall allow more than 10 guests to use trails and facility without prior approval of the Board of Directors.

**Section 28. Sewage Disposal.** No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Kittitas County Health Department, or other governmental agency of Kittitas County, Washington having authority and jurisdiction to approve the same. Furthermore, no individual sewage disposal

system shall lie within the set-back areas established in the Declaration.

**Section 29. Motor Vehicles.** No motor vehicles absent a current vehicle license issued by the State of Washington or absent a fully functional and legal muffler system, shall be operated at any time on the private roads within the Property. All terrain vehicles and snowmobiles and other recreational vehicles meeting the above requirements shall be operated only on the dedicated rights-of-way of public and private roads serving the Property, and in accordance with the rules and regulations established by the Board of Directors.

**Section 30. Open Space.** Because the Property is currently designated as open space or agricultural use, Owners of Lots may continue current uses or conduct such uses as would allow that Owner's Lot to remain as open space or be designated for agricultural use as provided by law. However, all such uses must not violate other terms of this Declaration, except that the raising of cattle or other agricultural uses will be allowed provided they do not interfere with the protections created under the Declaration for preserving the area as a private wildlife refuge. Any questions regarding activities associated with this paragraph shall be determined by the Association, with the understanding that the Owners should not lose open space or agricultural designations as a result of a purchase of any Lot with in the Property.

Declarant reserves the right to lease all non-fenced areas of each Lot for the sole purpose of grazing cattle at the rate of one dollar (\$1.00) per year.

**Section 31. Landscaping.** Natural landscaping shall be maintained to the greatest extent possible. No cutting or pruning of trees will be permitted without prior approval of the Association, except for trees within the foot print of the buildings and driveway. Landscaping planted by any lot owner shall not interfere with the view of any other lot owner in Elk Horn Ranch. Existing views are to be protected. Any dispute regarding view protection shall be resolved by the Association.

**Section 32. Mail Boxes.** All mail boxes must be of a standard accepted by the U. S. Postal authorities and must be located in those areas as designated by the U. S. Postal Department. Structures containing such mail boxes must be approved by the ACC as herein set forth.

**Section 33. Poles and Wires.** No facilities including poles and wires for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any lot. The use of TV Satellite dishes one meter or less in diameter will be allowed.

**Section 34. Mining.** No lot shall be used for the purpose of boring,



Kittitas Co Auditor STEWART TITLE

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mining, quarrying, exploring for or removing water, oil, or other hydrocarbons, minerals, gravel or earth.

Section 35. Maintenance of Lots and Improvements. The lots and improvements thereon shall be maintained in compliance with the intent of these covenants. Thirty days after notice to the owner of any lot failing to be so maintained, the Board of Trustees of Elk Trail or a person or persons designated by them may then enter upon any lot for the purpose of cutting, plowing under, burning or otherwise removing weeds and removing and disposing of rubbish or litter. No such entry shall be deemed a trespass and Elk Trail shall not be subject to any liability therefore. The costs of such work shall be billed to and paid by the owner of the lot and shall constitute a lien on the lot from and after the date that notice of delinquency is filed of record. The lien, including costs and attorney fees, may be enforced by Elk Trail, in the manner provided by law with respect to the lien of mechanics and materialism under the laws of the State of Washington. The lien shall be discharged upon payment by the owner of said lot of the amount of said lien, together with the cost and expense incident to the filing of the notice of delinquency and all costs for foreclosure or other enforcement of the lien, including reasonable attorneys fees.

## ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. Any Lot Owner, the ACC, and/or the Board shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenant, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration. Should any Lot Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, all costs incurred in such enforcement (whether negotiated, stipulated, arbitrated, or determined by a court), including reasonable attorney's fees and costs (including those for appeals), shall be paid by the non-prevailing Lot Owner.

Section 2. Arbitration. Should any dispute arise as to the terms of this Declaration, the dispute shall be resolved through arbitration according to the rules of Kittitas County if Kittitas County has a Mandatory Arbitration Program or through any private arbitration service selected by the Board of Directors. In all circumstances, all arbitration shall be final and binding, and the non-prevailing party shall pay all costs and fees including reasonable attorney's fees and costs, including those for appeals. A copy of any judgment may be recorded in any county.



Section 3. Failure to Enforce. No delay or omission on the part of the Declarant, the Board of Directors, the ACC, or any Lot Owner in exercising any rights, power, or remedy provide for in this Declaration shall be construed as a waiver or acquiescence, and no action shall accrue, nor shall any action be brought or maintained by anyone against the Declarant or the Board of Directors or the ACC for failure to bring any action on account of any breach of these covenants, conditions, reservations, and restrictions, or for imposing restrictions which may be unenforceable by any of the above.

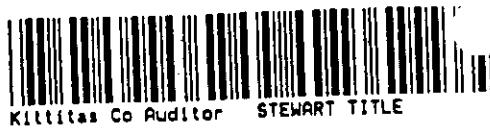
Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

Section 5. Interpretation. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the residential/recreational development as a private, wildlife refuge and conservancy.

Section 6. Certain Rights of Declarant. For such time as Declarant shall own Lots for purposes of selling those Lots, there shall be no amendments to this Declaration, the Articles of Incorporation, the Bylaws of the Association, or any rules or regulations adopted by the association, (unless agreed to by Declarant) which:

- a. discriminate or tend to discriminate against the Declarant's rights as an owner;
- b. change "Definitions" as set forth in this Declaration in a manner which alters Declarant's rights or status;
- c. alter the character and rights of membership or the rights of Declarant as provided for in this Declaration;
- d. alter previously recorded or written agreements with public or quasi-public agencies regarding easements and rights-of-way;
- e. alter Declarant's rights as set forth in this Declaration and the Articles and Bylaws, such as relating to architectural controls, the right to appoint Members of the Board of Directors, and the ACC, and assessments;
- f. alter the basis for assessments;
- g. alter the provisions of the use restrictions as set forth in this Declaration; or
- h. alter the Declarant's rights in any way as they appear under this article.

Section 7. Attorney's Fees. If any dispute arises regarding the terms and conditions or enforcement of any of the terms and conditions of



this Declaration, or to determine the rights of any party claiming privity, the prevailing party shall be entitled to reasonable attorney's fees and costs, including those for appeals.

## **ARTICLE XI ADDITIONAL DIVISIONS**

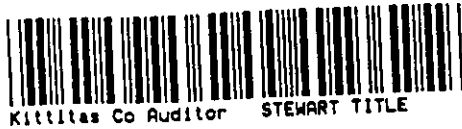
Declarant, or Declarant's heirs, successors, or assigns, reserve the sole right to add other divisions of the Property legally described on Exhibit "A" to this Declaration. Such property may become subject to this Declaration on the recording of an amendment to this Declaration signed by the Declarant, or Declarants heirs, successors, and assigns. No notice shall be required to the Association. Nor shall any vote be necessary.

## **ARTICLE XII TERM**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants, are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by all of the then Lot Owners has been recorded, agreeing to change the covenants in whole or in part. However, nothing in this Article shall be deemed to affect or limit in any way the duration of those easements which are granted as perpetual easements by this Declaration.

## **ARTICLE XIII AMENDMENT**

This Declaration and its covenants, conditions, and restrictions, may be amended at any time by an instrument signed by Owners of at least seventy five percent (75%) of the Lot Owners pursuant to Article II Section 2 hereof and (subject to Declarant's rights), except Article IX, Section 14 may not be amended. Any amendment must be recorded. However, under no circumstances may this Declaration be amended in a manner to change any of Declarant's right, without the approval of Declarant. Also, any amendment which attempts to change in any way the purpose and goal of the Declarant in establishing Elk Trail as a private, wildlife refuge and conservancy shall require approval of the Lot Owners owning ninety percent

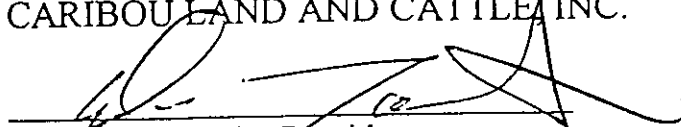


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Page: 25 of 27  
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(90%) of all the Lots within the Property.

IN WITNESS WHEREOF, the undersigned have cause this Declaration to be executed this 4 day of April, 2001.

CARIBOU LAND AND CATTLE INC.

  
Derald E. Martin, President

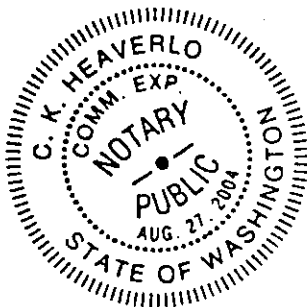
STATE OF WASHINGTON )

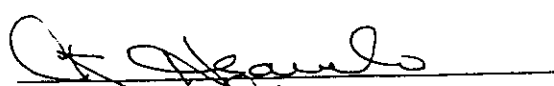
) ss.

County of Kittitas )

On 4-4, 2001, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Derald E. Martin to me known to be the President of Caribou Land and Cattle, Inc., of the corporation and the he executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath sated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.



  
Typed Name: C. K. Heaverlo

Notary Public in and for the State of Washington, Residing at Ellensburg

My commission expires: 8/27/01

EXHIBIT "A"

Parcels A through Q of that certain Survey as recorded May 1, 1996 in Book 22 of Surveys at Pages 9-10, under Auditor's File No. 199605010012, Records of Kittitas County, Washington; Being a Portion of Section 5, Township 18 North Range 20 East, W.M. in the County of Kittitas, State of Washington.

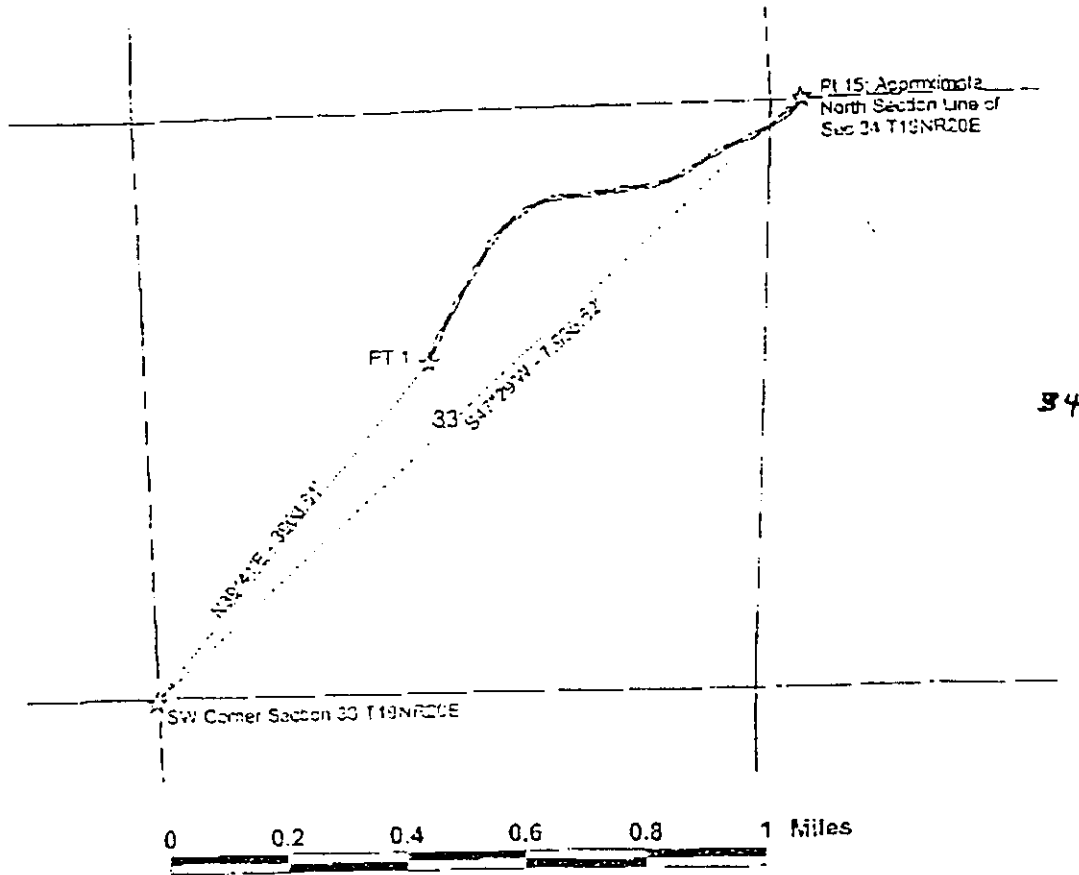




Kittitas Co Auditor STEWART TITLE

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EXHIBIT "B"



| Point  | Distance | Bearing  | Comment   |
|--------|----------|----------|---|
| Corner | 3908.61  | N39°41'E | SW Corner of Section 33 T19NR20E                      |
| 1      | 456.01   | N25°43'E | Start of New Construction                             |
| 2      | 709.12   | N30°23'E |   |
| 3      | 417.71   | N46°21'E |   |
| 4      | 257.95   | N64°09'E |   |
| 5      | 248.62   | N81°53'E |   |
| 6      | 622.74   | N85°31'E |   |
| 7      | 196.14   | N75°29'E |   |
| 8      | 180.24   | N69°26'E |   |
| 9      | 99.94    | N50°44'E |   |
| 10     | 299.13   | N60°25'E |   |
| 11     | 434.12   | N65°06'E |   |
| 12     | 208.78   | N57°23'E |   |
| 13     | 119.33   | N45E     |   |
| 14     | 91.20    | N19°47'E |   |
| 15     | 7935.52  | S47°29'W | Approximate North Section Line of Section 34 T19NR20E |
| Corner |          |          | SW Corner of Section 33 T19NR20E                      |



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Page: 1 of 3  
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Kittitas Co Auditor CANDY HEAVERLO

Return to:  
Law Office of C. K. Heaverlo, P.S.  
1637 Vantage Hwy  
Ellensburg, Wa 98926

Real Estate Excise Tax

Exempt

Kittitas County Treasurer

By E. Oliphant  
5/25/01

Document Title: Easement  
Grantor: Caribou Land and Cattle, Inc.  
Grantee: Caribou Land and Cattle, Inc.  
Legal Description: Ptns Sec. 3, 4 & 5 Twp 18N, R20E Sec. 26, 34 & 35  
Add'l Legal on pages: \_\_\_\_\_  
Parcel No.s: \_\_\_\_\_

### ROAD EASEMENT

This Road Easement and is made and entered into this 25 day of May, 2001 by CARIBOU LAND And CATTLE, INC., A Washington Corporation.

WITNESSETH:

For and in valuable consideration, receipt of which is hereby acknowledged and upon the covenants and undertakings of the parties hereto, the parties, do hereby covenant and agree as follows:

1. Caribou Land and Cattle, Inc., hereby grants a perpetual easement for the purpose of ingress, egress and utilities over real property located in Kittitas County, Washington, more particularly described as follows:

Easement "Q" as delineated on that Certain Survey as recorded August 7, 2000 in Book 25 of Surveys at Pages 89-94, under Auditor's File No. 200008070051, Records of Kittitas County, Washington; Being a Portion of the Sections 34 and 35, Township 19 North Range 20 East, W.M. and Section 3, Township 18 North, Range 20 East, W.M. in the County of Kittitas State of Washington; and

Easements "T" as delineated on that Certain Survey as recorded May



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Page: 2 of 3  
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1, 1996 in Book 22 of Surveys at Pages 9-10, under Auditor's File No. 199605010012, Records of Kittitas County, Washington; Being a Portion of the Section 5, Township 18 North Range 20 East, W.M. in the County of Kittitas State of Washington; and

Easement "Q" as delineated on that Certain Survey as recorded March 29, 2001 in Book 26 of Surveys at Pages 35-36, under Auditor's File No. 200103290030, Records of Kittitas County, Washington; Being a Portion of the Section 4, Township 18 North Range 20 East, W.M. in the County of Kittitas State of Washington; and

The East 15 feet along the East boundary line of Lot 14 and the West 15 feet along the West boundary line of Lot 15 that Certain Survey as recorded August 7, 2000 in Book 25 of Surveys at Pages 89-94, under Auditor's File No. 200008070051, Records of Kittitas County, Washington; Being a Portion of the Sections 34 and 35, Township 19 North Range 20 East, W.M. and Section 3, Township 18 North, Range 20 East, W.M. in the County of Kittitas State of Washington.

2. This Easement is for the exclusive use and benefit of the following described real property:

The South  $\frac{1}{2}$  of Section 26, Township 19 North, Range 20 East, W.M., records of Kittitas County, State of Washington:

EXCEPT those portions of the South half lying with Tracts 13, 14, 15 and 16 of survey, filed in Book 25 of Surveys, Pages 89, 90, 91, 92, 93, 94 and recorded August 7, 2000 under Auditor's File No. 200008070051.

3. This Easement shall be binding upon the respective parties, their heirs, successors in interest and assigns and shall be deemed mutual and reciprocal covenants running with and binding upon the land and property of the parties hereto.

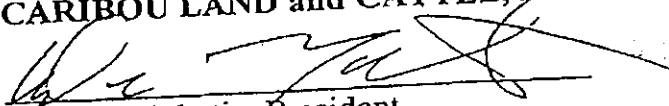
Dated this \_\_\_\_ day of May, 2001



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Page: 3 of 3  
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GRANTOR:

CARIBOU LAND and CATTLE, INC.

  
Derald E. Martin, President

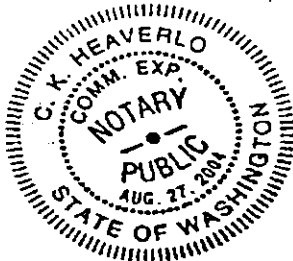
STATE OF WASHINGTON )

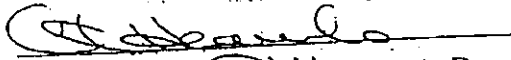
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ss.

County of Kittitas

On 5-25, 2001, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Derald E. Martin to me known to be the President of Caribou Land and Cattle, Inc., of the corporation and the he executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

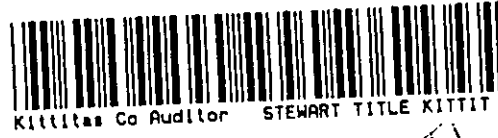


  
Typed Name: C. K. Heaverlo  
Notary Public in and for the State of  
Washington, Residing at Spokane  
My commission expires: 8/27/04

13

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18/20  
5 ESMT U.T. 22/9

T1  
18/20  
4 ESMT Q 26/35  
11 18/20 ESMT Q 25/89  
3 ARB 2



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### ROAD EASEMENT

THIS EASEMENT is dated this 24th day of August, 2001, from CARIBOU LAND AND CATTLE INC., a Washington State Corporation ("Grantor") to BOISE CASCADE CORPORATION, a Delaware corporation ("Grantee").

Real Estate Excise Tax  
Exempt

WITNESSETH:

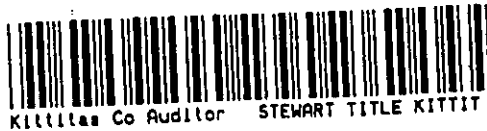
Kittitas County Treasurer  
By S. Johnson 9-10-01

Grantor, for good and valuable consideration, receipt and legal sufficiency of which his hereby acknowledged, does hereby grant to Grantee, its successors and assigns, a perpetual nonexclusive easement, 60 feet in width ("Easement"), over lands in the county of Kittitas, State of Washington, as depicted on the attached Map (Exhibit A) more particularly described on Exhibit B, attached hereto and by this reference made a part hereof. Grantee may construct, reconstruct, use, and maintain a road over the Easement and utilize soil, gravel, and other materials on the Easement of such construction, reconstruction, use, and maintenance. If the road is located substantially as described herein, the center of said road as constructed is hereby deemed acceptable by Grantor and Grantee as the true center in of the Easement. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, this Easement shall be amended to include the additional lands traversed.

1. This Easement is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, successors, and assigns:

a. Grantee shall have the right to use the Easement for all purposes deemed necessary or desirable by Grantee, including, without limitation, allowing use by third parties, in connections with the protection, administration, management, and utilization of Grantee's lands or resources now or hereafter owned or controlled by Grantee.

b. The costs of road maintenance shall be allocated on the basis of the respective users of the road, provided, however, that during periods when either party uses the road, the party so using or permitting such use shall perform or cause to be performed, or shall contribute or cause to be contributed, the share of maintenance occasioned by such use of the road. In addition, in the event a party, which shall be deemed to include its permittees, contractors, or subcontractors shall damage the road or



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Page: 2 of 5  
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other improvements on the easement beyond that caused by normal use and repaired by normal maintenance, then the party causing the damage shall cause such damage to be repaired at its sole cost and expense.

2. This Easement is granted subject to the following reservations by Grantor:

a. This right, subject to the terms of this Easement, to use, cross, and recross the Easement and the road at any place along said road by any reasonable means, provided Grantor shall not unreasonably interfere with Grantee's rights under this Easement.


b. The right to all timber now or hereafter located or growing upon the Easement, subject to Grantee's right to cut such timber. Grantee shall have the right to cut timber upon the Easement to the extent necessary for construction, reconstruction, and maintaining the road. Timber so cut, unless otherwise agreed to, shall be cut into logs of lengths specified by Grantor (but not less than eight-foot lengths) and decked along the road of disposal by Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

GRANTOR:

CARIBOU LAND AND CATTLE, INC.

BY:

  
Derald E. Martin, President

GRANTEE:

BOISE CASCADE CORPORATION

BY:

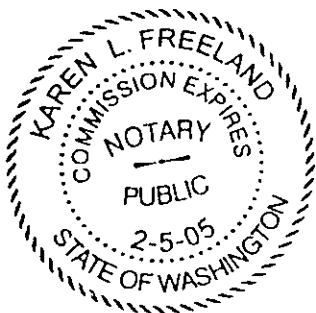
  
SENIOR VICE PRESIDENT

STATE OF WASHINGTON )  
 )ss.

County of Kittitas

On Sept. 7, 2001, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Derald E. Martin known to be the President of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

DATED this 7 day of Sept., 2001

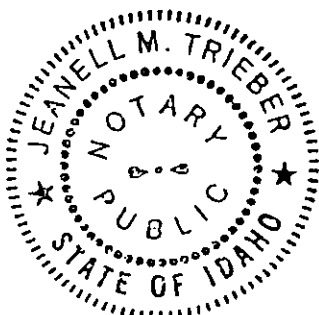


Karen L. Freeland  
Notary Public in and for the State  
Of Washington  
Residing at Ellensburg  
My Commission expires: 2/5/05

STATE OF IDAHO )  
 )ss.  
COUNTY OF ADA )

On this 24th day of August, 2001, before me personally appeared Stanley Bell, to me known to be the Senior Vice President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

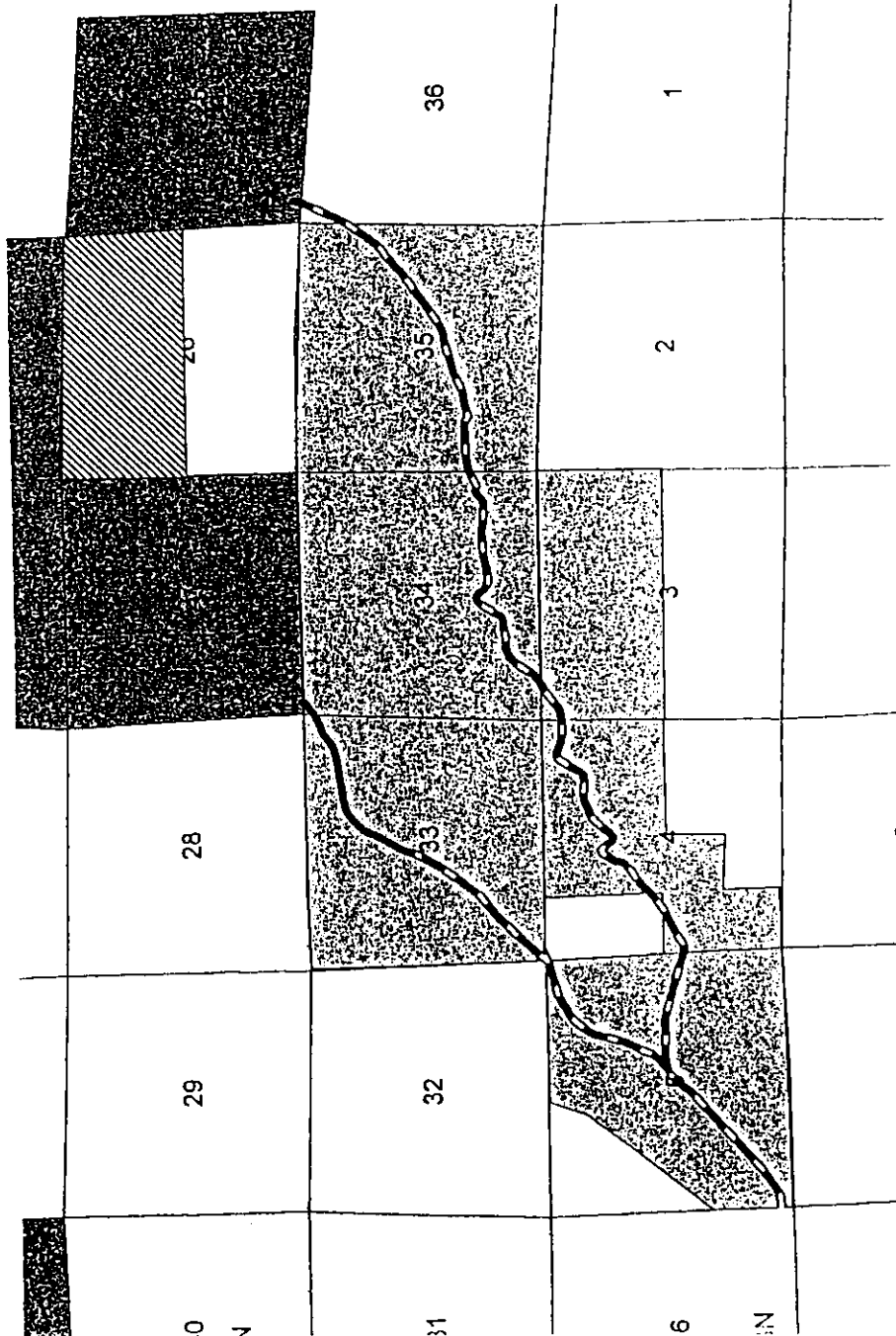


Jeanell M. Trieber  
Notary Public in and for  
the State of Idaho  
My Commission expires: 10/1/03

# Exhibit A

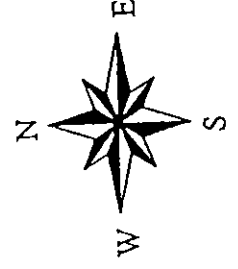
## To Road Easement

R20E



- Existing Road - Martin to BCC - ROW 60'
- Road to be constructed - Martin to BCC - ROW 60'
- Bolse Cascade Corporation (BCC)
- BCC PTR to Martin
- Martin to BCC

Right of Way (ROW) is to be measured from the constructed road centerline 30' perpendicular in either direction.



3 Miles





2-11  
13-17  
EXHIBIT "B"

Easement U and T on that Certain Survey as recorded May 1, 1996 in Book 22 of Surveys at Pages 9-10, under Auditor's File No. 199605010012, Records of Kittitas County, Washington; Being a Portion of the Section 5, Township 18 North Range 20 East, W.M in the County of Kittitas State of Washington or shown by any instrument of record.

AND

Easement "Q" as delineated on that Certain Survey as recorded March 29, 2001 in Book 26 of Surveys at Pages 35-36, under Auditor's File No. 200103290030, Records of Kittitas County, Washington; Being a Portion of the Section 4, Township 18 North Range 20 East, W.M in the County of Kittitas State of Washington or shown by any instrument of record.

AND

2  
Easement "Q" as delineated on that Certain Survey as recorded August 7, 2000 in Book 25 of Surveys at Pages 89-94, under Auditor's File No. 200008070051, Records of Kittitas County, Washington; Being a Portion of the Sections 34 and 35, Township 19 North Range 20 East, W.M and Section 3, Township 18 North Range 20 East, W.M. in the County of Kittitas State of Washington or shown by any instrument of record.

AND

Beginning at the Southwest corner of Section 33 Township 19 North, Range 20 East, W.M. thence East 30.3 ft. along the South Boundary of Section 33 to the centerline of existing road, thence along centerline of existing road as follows: N39 E116.8' thence N48 E190', thence N49 E380', thence N48 E570', thence N51 E380', thence N59 E190', thence N54 E190', thence N49 E77', thence N39 E760', thence N36 E190', thence N34 E190', thence N32 E380', thence N28 E190', thence N24 E112' to point of beginning of proposed new road construction described as follows: N25°43' E496.01', thence N30°23' E709.12', thence N46°21' E417.71', thence N64°09' E257.95', thence N81°53' E248.62', thence N83°31' E 622.74', thence N75°29' E196.14', thence N69°26' E 180.24', thence N50°44' E99.94', thence N60°25' E299.13', thence N65°06' E434.12', thence N57°23' E208.78', thence N45° E119.33', thence N19°47' E91.20' to the North Line of Section 34 T.19N., R20E WM, all in Kittitas County

TO: Jerry McCalib - TR-TPP-4  
Bonneville Power Administration  
PO Box 61409  
Vancouver, WA 98666-1409

Fax cc: 1-360-619-6949

Project Schultz-Watkins  
Owner CARIBOU LAND & CARRIAGE  
PO# 2923  
Policy# 87890  
Initials JTM  
Rec'd 10-15-01

**ENDORSEMENT NO. 1**  
Attached to File No. 0087890  
(Ref: TR01B-R2923)

Issued by  
**CHICAGO TITLE INSURANCE COMPANY**

This endorsement is made a part of said Commitment including any prior endorsements, and is subject to the schedules, terms, provisions and the conditions and stipulations therein, except as modified by the provisions hereof:

1. Schedule A of the above Commitment is hereby amended in the following particulars:

- (a) The effective date of the Commitment including extension is:

September 12, 2001 @ 8:00 AM

- (b) The land referred to in the Commitment is described as follows:

Parcel A as described and/or delineated on that certain survey recorded May 1, 1996, in Book 22 of Surveys, pages 9 and 10, under Auditor's File No. 199605010012, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 5, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington;

2. Schedule B of the above Commitment including any prior endorsement is hereby amended in the following particulars:

- (a) The special exceptions at the following numbered paragraphs are hereby added to Schedule B:

11. Road Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on May 25, 2001, under Kittitas County Auditor's File No. 200105250011.

For : Ingress, egress and utilities

Affects : A strip of land 60 feet in width known as Easement "T", the South 30 feet of which affects the North boundary of said Parcel A

12. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on September 10, 2001, under Kittitas County Auditor's File No. 200109100081.

In favor of : Boise Cascade Corporation, a Delaware corporation

For : To construct, reconstruct, use and maintain a road

Affects : A strip of land 60 feet in width known as Easement "T", the South 30 feet of which affects the North boundary of said Parcel A

**CHICAGO TITLE INSURANCE COMPANY**

By:

*John Rau*  
President

By:

*Thomas J. Adams*  
Secretary



*Marlene Wyatt*  
Authorized Signatory

*Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.*

Date Down Endorsement

SHTLZ-1-A-1TR

## COMMITMENT FOR TITLE INSURANCE

Prepared for:  
Ellen Camp  
Bonneville Power Administration

Inquiries should be made to:  
AMERITITLE  
P. O. Box 617  
101 West 5th Avenue  
Ellensburg WA 98926  
(509)925-1477 / FAX (509)962-3111

### SCHEDULE A

File No.: 0087890

Your Reference No.: TR01B-R2923

1. Effective Date: May 1, 2001, at 8:00 a.m.

2. Policy or Policies to be issued:

A. ☒ ALTA U.S. Owner's Policy - (09-28-91)  
☒ Standard ☐ Extended  
Proposed Insured:

Amount: \$ 20,000.00  
Premium: \$ 220.00  
Tax: \$ EXEMPT  
Rate:

UNITED STATES OF AMERICA

3. The estate or interest in the land which is covered by this Commitment is:

FEE SIMPLE ESTATE

4. Title to the estate or interest in the land is at the effective date hereof vested in:

CARIBOU LAND AND CATTLE, INC., A WASHINGTON CORPORATION

5. The land referred to in this Commitment is described as follows:

Parcel A as described and/or delineated on that certain survey recorded May 1, 1996, in Book 22 of Surveys, pages 9 and 10, under Auditor's File No. 199605010012, records of Kittitas County, Washington; being a portion of the Southwest Quarter of Section 5, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington;

EXCEPTING THEREFROM all timber standing, lying, growing or being, and all timber at any time hereafter in the future standing, lying, growing or being, upon said premises, as conveyed to Boise Cascade Corporation, a Delaware corporation, by deed recorded September 6, 1961, in Volume 108, page 522, under Auditor's File No. 291562.

END OF SCHEDULE A

THE LAND(S) IN SCHEDULE A INCLUDE(S)  
ALL THE LAND DESCRIBED IN LAND  
ACQUISITION REQUEST(S) FOR

TRACT(S) SHTLZ-1-A-1

DATED

DATE 2/05/02 Harry R. Dodson  
BPP LAND SUPERVISOR

## SCHEDULE B

File No.: 0087890

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### GENERAL EXCEPTIONS:

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

### SPECIAL EXCEPTIONS:

- 1. Lien of real estate excise sales tax upon any sale of said premises, if unpaid. Real estate excise tax on said property is subject to tax at the rate of 1.53% (State = 1.28%; Local = 0.25%).
- 2. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to County Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Continuation of this classification requires:

- a) that all Grantees sign the Notice of Continuance Section on Excise Tax Affidavit;
- b) compliance with revised policy effective July 15, 1994, which requires that a five year Farm Land Management Plan from the new owner, together with the legal description, be submitted to the Kittitas County Assessor's office in advance (fifteen (15) days) of closing/recording;
- c) if the sale is for under 20 acres, income history must be provided to the Kittitas County Assessor's Office to meet mandated requirements for three out of five past years.

Any questions regarding these requirements should be directed to the Kittitas County Assessor's Office (509)962-7501.

CONTINUED

## SCHEDULE B (Continued)

File No.: 0087890

3. Any unpaid assessments or charges, and liability to further assessments or charges, for which a lien may have arisen (or may arise); as imposed by Elk Trail Owners Association, a Washington non-profit corporation.

4. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on June 4, 1935, in Volume 55, page 545, under Kittitas County Auditor's File No. 121449.

For : The right of grantors, their agents, employees, heirs and assigns, to use for highway purposes the road crossing a portion of said premises along the South line of said Section 5, and thence in the general direction of Caribou Creek through the remainder of said premises, as said road is at present constructed.

Affects : Said premises and other land

5. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on September 6, 1961, in Volume 108, Page 522, under Kittitas County Auditor's File No. 291562.

In favor of : Boise Cascade Corporation, a Delaware corporation

For : "The perpetual right to enter upon said lands and to cut, remove and carry said timber away, and to practice forestry on said lands, and the perpetual right to construct, maintain and use truck roads, skid roads and other roads through, over and upon the above-described lands for conveying said timber and other timber cut from adjacent lands, and from other lands within the area, and persons, equipment and supplies, over said above-described lands, and for the practice of forestry on said lands, on adjacent lands, and/or on other lands within the area."

Affects : Said premises and other land

6. Easement for electric transmission and distribution line, together with necessary appurtenance, granted by instruments recorded on August 20, 1963, and April 2, 1964, under Auditor's File No. 306604, in Volume 113, page 113, and under Auditor's File No. 311589, in Volume 114, page 717,

To : The United States of America

Affects : A portion of said premises and other land

7. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.

(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph I in the general exceptions which are printed on Schedule B herein.

The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies.

CONTINUED

## **SCHEDULE B (Continued)**

File No.: 0087890

8. Any question which may arise due to matters disclosed by survey recorded May 1, 1996, in Book 22 of Surveys, pages 9 and 10, under Kittitas County Auditor's File No. 199605010012, including but not limited to the following:
  - a. BPA Easement 275 feet in width as located on a portion of said Parcel A;
  - b. Easement T as delineated on the North boundary of said Parcel A.
9. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as reserved by instrument recorded on August 29, 1996, under Kittitas County Auditor's File No. 199608290001.  
In favor of : Lands Associates, a Washington limited partnership, as follows:  
  
"Grantor reserves and retains all rights over easements T, U and V including the right to further grant said easements."
10. Declaration of Easements, Covenants, Conditions and Restrictions for Elk Trail Division I, recorded April 6, 2001, under Kittitas County Auditor's File No. 200104060002, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

**END OF SCHEDULE B**

## **SCHEDULE C**

File No.: 0087891

### **THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:**

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.
2. Pursuant to information previously provided to this Company, we note the following party/parties is/are authorized to sign on behalf of the named entity. In the event of any revision to said authorization, this Company must be notified immediately, and provided with evidence of the identity and authority of any party/parties to execute the forthcoming instrument(s); we make no further commitment pending review of any such evidence.  
Entity : Caribou Land and Cattle, Inc., a Washington corporation  
Authorized Signatories : Derald E. Martin, as President

### **END OF REQUIREMENTS**

**NOTES:** The following matters will not be listed as Special Exceptions in Schedule B of the policy or policies to be issued. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy or policies to be issued:

1. Suggested abbreviated legal (for use when a standardized cover sheet is required for recording):  
  
Section 5, Township 18 N, Range 20 E, Ptn SW Quarter (Parcel A, Book 22 of Surveys, Pages 9 and 10)
2. General taxes and assessments for the year 2001 have been paid.  
Amount : \$34.22  
Tax Parcel No. : 18-20-05000-0007 (R264934)
3. The following endorsements will be attached to the policy when issued: NONE  
  
No other endorsement will be issued unless requested of and agreed to in writing by the Company prior to closing.
4. In the event this transaction fails to close and this commitment is canceled, a minimum cancellation fee of \$53.85 will be charged to comply with the State Insurance Code and the filed schedule of this Company.

### **END OF NOTES**

### **END OF SCHEDULE C**

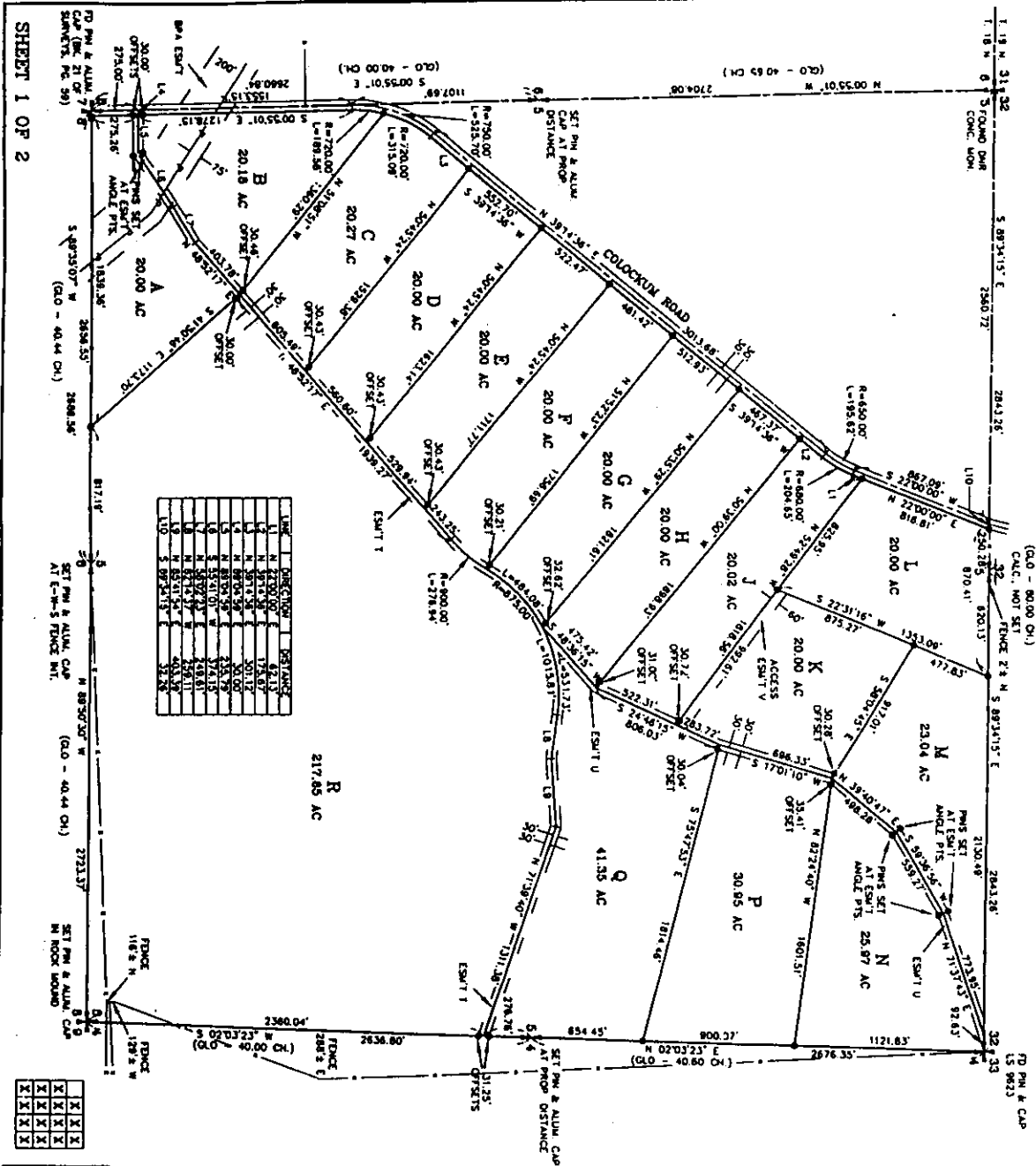
MW/mw

2cc: Ellen Camp  
Bonneville Power Administration TR-3  
PO Box 3621  
Portland, OR 97208  
(FAX) 503-230-7615

Legal  
and Item 8

PART OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M.

199605010012



**AUDITOR'S CERTIFICATE**

I have examined the 157 days of work...

**CRUSE & NELSON**  
PROFESSIONAL LAND SURVEYORS  
217 East Fourth Street  
Blaine, VA 99828 (509) 925-4747  
LANDS ASSOCIATES PROPERTY

**Charles A. Cruse**  
Professional Land Surveyor  
License No. 18078  
DATE: MAY 1, 1998

199605010012 22/9+10



# PART OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M.

199601010012

## LEGAL DESCRIPTIONS

ORIGINAL PARCEL - THAT PORTION OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON, WHICH LIES SOUTH AND EAST OF THE SOUTH AND EAST BOUNDARY LINE OF THE NORTH OF WAY OF THE COUNTY ROAD.

### PARCEL A

PARCEL A OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

### PARCEL B

PARCEL B OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

### PARCEL C

PARCEL C OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

### PARCEL D

PARCEL D OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST 1/4 AND OF THE NORTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

### PARCEL E

PARCEL E OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST 1/4 AND OF THE NORTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

### PARCEL F

PARCEL F OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

### PARCEL G

PARCEL G OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

### PARCEL H

PARCEL H OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST 1/4 AND OF THE NORTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

### PARCEL I

PARCEL I OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST 1/4 AND OF THE NORTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

### PARCEL J

PARCEL J OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST 1/4 AND OF THE NORTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

### PARCEL K

PARCEL K OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST 1/4 AND OF THE NORTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

### PARCEL L

PARCEL L OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST 1/4 AND OF THE NORTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

### PARCEL M

PARCEL M OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST 1/4 AND OF THE NORTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

### PARCEL N

PARCEL N OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST 1/4 AND OF THE NORTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

### PARCEL O

PARCEL O OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST 1/4 AND OF THE NORTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

### PARCEL P

PARCEL P OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST 1/4 AND OF THE NORTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

### PARCEL Q

PARCEL Q OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST 1/4 AND OF THE NORTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

## PARCEL O

PARCEL O OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST 1/4 AND OF THE SOUTHWEST 1/4, ALL IN SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

## PARCEL R

PARCEL R OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

## PARCEL S

PARCEL S OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON, ATTACHING PARCELS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O AND R OF SAID SURVEY.

## PARCEL T

PARCEL T OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON, ATTACHING PARCELS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O AND R OF SAID SURVEY.

## PARCEL U

PARCEL U OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON, ATTACHING PARCELS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O AND R OF SAID SURVEY.

## PARCEL V

PARCEL V OF THAT CERTAIN SURVEY AS RECORDED MAY 1, 1996 IN BOOK 22 OF SURVEYS AT PAGES 5-14 UNDER AUDITOR'S FILE NO. 19960201-0212, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, WASHINGTON, ATTACHING PARCELS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O AND R OF SAID SURVEY.

## NOTES

1. THE SURVEY WAS PERFORMED USING A TIE-ON GPS-X TOTAL STATION. THE CONTROLLING MONUMENTS AND PROPERTY CORNERS SHOWN HEREON WERE LOCATED, MEASURED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 1.0000 LINEAL CLOSURE AFTER ADJUSTMENT.

2. THIS SURVEY MAY NOT SHOW ALL EASEMENTS WHICH MAY PERTAIN TO THIS PROPERTY.

3. BASES OF BEARINGS - RANDOMLY ASSIGNED.

4. THE LOCATION SHOWN HEREON FOR THE COLORED ROAD IS BASED ON THE PHYSICAL CONTRIBUTION THEREOF TO THE NORTH SECTION CORNERS AND NORTH 1/4 CORNER WERE ORIGINALLY SET BY EDWARD GORMAN, DEPUTY SURVEYOR, IN 1884. PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

THE COR - FOUND 5/8" BEAM WITH 2-1/2" ALUM. CAP AS DOCUMENTED ON BOOK 21 OF SURVEYS, P. 59

E 1/4 COR & W 1/4 COR - SET 5/8" BEAM WITH 2-1/2" ALUM. CAP AT PROPORTIONAL DISTANCES.

S 1/4 COR - SET 5/8" BEAM WITH 2-1/2" ALUM. CAP AT AN E-W-S FENCE INTERSECTION.

SE COR - SET 5/8" BEAM WITH 2-1/2" ALUM. CAP IN A ROUND ROCK WOUND.

N 1/4 COR - CALCULATED, NOT SET. PIN & CAP IS 9623 BEARS N 89°24'12" E, 119.73 FEET.

6. CORNERS LAST VISITED FEBRUARY 1996.

7. THESE PARCELS ARE DEEMED FROM THE KITTITAS COUNTY SUBDIVISION ORDINANCE UNDER CHAP. 16A.020(1) AND 16A.020(5).

## AUDITOR'S CERTIFICATE

I have reviewed this plat of land, and find it correct in accordance with the laws of the State of Washington, and I hereby certify that the same is a true and correct copy of the original survey as recorded in the public records of Kittitas County, Washington.

Given at Ellensburg, WA, this 1st day of May, 1996.

SEVERY M. ALLENBACH, BY *Severy M. Allenbach*

KITTITAS COUNTY AUDITOR



**CRUSE & NELSON**  
PROFESSIONAL LAND SURVEYORS  
217 East Fourth Street  
Ellensburg, WA 98926 (509) 923-4747

22/11/22

*Vesting  
and  
Item 9*

*400*

First American Title  
Insurance Company

Recorded in the County of Kittitas, WA  
Beverly M. Allenbaugh, Auditor



199608290001 09:33am 08/29/96

When Recorded Return to:  
Caribou Land and Cattle, Inc.  
P O Box 2825  
Redmond, WA 98052

001 4000815 04 04  
403 2 0 8.00 1.00

RE EXCISE TAX PAID  
Amount \$11608.81  
Date 8-29-96  
Affidavit No. 2392  
SALLY SCHORMANN, TREAS.  
KITITAS COUNTY TREASURER  
*[Signature]*

# Statutory Warranty Deed

THE GRANTOR LANDS ASSOCIATES, a Washington limited partnership

for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION

in hand paid, conveys and warrants to CARIBOU LAND AND CATTLE, INC., a Washington corporation

the following described real estate, situated in the County of Kittitas, State of Washington:

Parcels A, B, C, D, E, F, G, H, J, K, L, M, N, and P of that certain Survey as recorded May 1, 1996, in Book 22 of Surveys, pages 9 and 10, under Auditor's File No. 199605010012, records of Kittitas County, Washington; being a portion of Section 5, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington;

EXCEPTING THEREFROM all timber standing, lying, growing or being, and all timber at any time hereafter in the future standing, lying, growing or being, upon said premises, as conveyed to Boise Cascade Corporation, a Delaware corporation, by deed recorded September 6, 1961, in Volume 108, page 522, under Auditor's File No. 291562.

TOGETHER WITH AND SUBJECT TO EASEMENTS T, U, and V as delineated on that certain Survey as recorded May 1, 1996, in Book 22 of Surveys, pages 9 and 10, under Auditor's File No. 199605010012, records of Kittitas County, Washington; being a portion of Section 5, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington. Grantor reserves and retains all rights over easements T, U and V including the right to further grant said easements.

## SUBJECT TO:

- Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on June 4, 1935, in Volume 55, page 545, under Kittitas County Auditor's File No. 121449.  
For : The right of grantors, their agents, employees, heirs and assigns, to use for highway purposes the road crossing a portion of said premises along the South line of said Section 5, and thence in the general direction of Caribou Creek through the remainder of said premises, as said road is at present constructed.  
Affects : Said premises and other land
- Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on September 6, 1961, in Volume 108, Page 522, under Kittitas County Auditor's File No. 291562.  
In favor of : Boise Cascade Corporation, a Delaware corporation  
For : "The perpetual right to enter upon said lands and to cut, remove and carry said timber away, and to practice forestry on said lands, and the perpetual right to construct, maintain and use truck roads, skid roads and other roads through, over and upon the above-described lands for conveying said timber and other timber cut from adjacent lands, and from other lands within the area, and persons, equipment and supplies, over said above-described lands, and for the practice of forestry on said lands, on adjacent lands, and/or on other lands within the area."  
Affects : Said premises and other land

*1000-73250E*  
*TZ*  
*10/20*  
*5*  
*2-15*

199608290001

- 3. Easement for electric transmission and distribution line, together with necessary appurtenance, granted by instruments recorded on August 20, 1963, and April 2, 1964, under Auditor's File No. 306604, in Volume 113, page 113, and under Auditor's File No. 311589, in Volume 114, page 717,  
To : The United States of America  
Affects : Said premises and other land
4. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington. (Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)
5. Terms and conditions of the partnership under which title is vested.
6. Any question which may arise due to matters disclosed by survey recorded May 1, 1996, in Book 22 of Surveys, pages 9 and 10, under Kittitas County Auditor's File No. 199605010012, including but not limited to the following:
  - a. Location of BPA Easement affecting Parcels A and B;
  - b. Easement T as delineated thereon;
  - c. Easement U as delineated thereon;
  - d. Access Easement V as delineated thereon;
  - e. Location of fence line in relation to boundary line.

Dated August 16, 1996

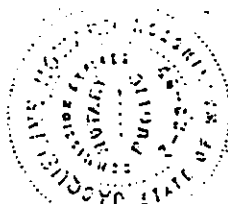
LANDS ASSOCIATES, a Washington limited partnership

By: Marsilio Di Giovanni  
Marsilio Di Giovanni, General Partner

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 22<sup>nd</sup> day of August, 1996, personally appeared before me Marsilio Di Giovanni, to me known to be the general partner of the Lands Associates Partnership, a limited partnership, and acknowledged the said instrument to be the free and voluntary act and deed of said Partner on behalf of said Partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said Partnership.

Jacqueline Howard  
Notary Public in and for the State of  
Washington, residing at Seattle  
My commission expires 03/29/99



291564

TIMBER DEED

KNOW ALL MEN BY THESE PRESENTS: That the GRANTORS, LOYAL W. ERICKSON and FLORA B. ERICKSON, husband and wife, of the County of Kittitas, State of Washington, for and in consideration of EIGHTEEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$18,726.00), to them in hand paid by BOISE CASCADE CORPORATION, a Delaware corporation, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey unto the GRANTEE, the said BOISE CASCADE CORPORATION, a Delaware corporation, its successors and assigns, all timber standing, lying, growing or being, and all timber at any time hereafter in the future standing, lying, growing or being, upon the following-described lands situate in the County of Kittitas, State of Washington, to-wit:

The North Half (N $\frac{1}{2}$ ) of Section Three (3);  
Lots 1, 2 and 3, the South Half of the North East Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ), the South East Quarter of the North West Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ), the North East Quarter of the South West Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ), and the West Half of the South West Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section Four (4);

All of that portion of Section Five (5) which lies south and east of the south and east boundary line of the right of way of the County Road;

All in Township Eighteen (18) North, Range Twenty (20) East of the Willamette Meridian, in the County of Kittitas, State of Washington.

All of Sections Thirty-three (33), Thirty-four (34) and Thirty-five (35);

All in Township Nineteen (19) North, Range Twenty (20) East of the Willamette Meridian, in the County of Kittitas, State of Washington.

together with the perpetual right to enter upon said lands and to cut, remove and carry said timber away, and to practice forestry on said lands, and the perpetual right to construct, maintain and use truck roads, skid roads and other roads through, over and upon the above-described lands for conveying said timber and other timber cut from adjacent lands, and from other lands within the area, and persons, equipment and supplies, over said above-described lands, and for the practice of forestry on said lands, on adjacent lands, and/or on other lands within the area.

It is understood and agreed:

1. That the grantee herein, its successors and assigns, in their logging operations on said above-described lands, will dispose of the slash resulting from such logging operations and obtain clearances for such slash disposal in accordance with the then existing provisions of the laws of the State of Washington applicable thereto.



Filed for Record at 4:46 P.M.  
Date 9-6-61

By XCTC  
Marion Oster, Kittitas County Auditor

101108 PART 522

For 4/20  
and 5

2. That the grantee herein, its successors and assigns, will, as and after the timber is cut and removed from each section of the above-described lands, seed the spur truck roads and skid roads to domestic pasture grasses.

3. That the grantee herein, its successors and assigns, will construct, install and maintain adequate gates and/or cattle guards through the fences of the grantors, their successors and assigns, at all points where the truck roads and skid roads used by the grantee herein cross said fences on said above-described lands.

And the grantors herein do hereby covenant and agree that they are the owners, and all of the owners, of said lands and of said timber, and that the same are free and clear of all liens and encumbrances, and that they will warrant and defend unto the said Boise Cascade Corporation, the grantee herein, its successors and assigns, the title to said timber and the perpetual right to enter upon said lands and to cut, remove and carry said timber away, and to construct, maintain and use truck roads, skid roads and other roads through, over and upon said above-described lands for conveying said timber and other timber cut from adjacent lands, and from other lands within the area, and persons, equipment and supplies, over said above-described lands, and for the practice of forestry on said lands, on adjacent lands, and/or on other lands within the area.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands at Ellensburg, County of Kittitas, State of Washington, this 6<sup>th</sup> day of September, 1961.

Loyal W. Erickson (SEAL)  
Flora B. Erickson (SEAL)

STATE OF WASHINGTON,  
COUNTY OF KITTITAS, SS.

On this day personally appeared before me Loyal W. Erickson and Flora B. Erickson, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16<sup>th</sup> day of September, 1961.

Spencer D. Short  
Notary Public in and for the State of  
Washington, residing at Ellensburg.

My commission expires Aug. 19, 1962.



|                        |
|------------------------|
| EX RE EXCISE TAX PAID  |
| Amount <u>187.25</u>   |
| Date <u>9-6-61</u>     |
| Arkdown No <u>8138</u> |

By E. E. Eidel

(Notary Seal)  
Com. Exp. Jan. 4, 1937

Frank Fitterer  
Notary Public in and for the State  
of Washington, residing at Ellensburg.



Filed for Record June 4, 1935 at 11:05 A. M.

Request of Grant Nichols

Gerald S. Porter County Auditor

Alice E. Herbison Deputy

RECORDING NO. 121449

Book 55/545

F. A. KERN ET UX

TO

WARRANTY DEED

EDWARD A. ERICKSON

THE GRANTORS, F. A. KERN and MARY V. KERN, his wife, and who was his wife at the time of obtaining title to the hereinafter described real property for and in consideration of One and other valuable consideration DOLLARS in hand paid, convey and warrant to EDWARD A. ERICKSON the following described Real Estate:

The North Half (N $\frac{1}{2}$ ) of Section Three (3), and Section Five (5), all in Township Eighteen (18) North, of Range Twenty (20) E., T. W. M.

Also Sections Thirty-three (33), Thirty-four (34) and Thirty-five (35) in Township Nineteen (19) North, of Range Twenty (20) E., T. W. M.

Title is subject to such reservations as may be contained in the government patents for said land and in the deeds from the Northern Pacific Railway Company through whom title to a portion of said land is deraigned.

Title is also subject to the right of grantors, their agents, employees, heirs and assigns, to use for highway purposes the road crossing a portion of said premises along the south line of said Section 5, and thence in the general direction of Caribou creek through the remainder of said premises, as said road is at present constructed.

.....  
: I.R.S. \$6.00 :  
: E.A.E. 5/31/35 :  
:.....

.....  
: T.O.C. \$6.00 :  
: I.R.B. 6/4/35 :  
:.....

Situated in the County of Kittitas, State of Washington.

Dated this 31st day of May, 1935.

WITNESSES:

F. A. Kern

Mary V. Kern

STATE OF WASHINGTON, )  
                                  )ss.  
County of Kittitas )

I, the undersigned, a Notary Public, DO HEREBY CERTIFY that on this 31st day of May, 1935, personally appeared F. A. Kern and Mary V. Kern, his wife, and who was his wife at the time of obtaining title to the hereinafter described real property to be the individuals described in, and who executed the within instru-

# DEED RECORD-55

Kittitas County, Washington

ment, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal, this 31st day of May, A. D. 1935.

(Notary Seal)  
Com. Exp. May 4, 1936

E. B. Wager  
Notary Public in and for  
the State of Washington, re-  
siding at Ellensburg.

Filed for Record June 4, 1935 at 1:20 P.M.

Bernald S. Porter County Auditor

Request of E. A. Erickson

Ira R. Byas Deputy

RECORDING NO. 121464

Compared  
A. E. H.  
H. S.

SAMUEL E. WEBB

TO

QUITCLAIM DEED

Geo. V. OSTROTH

STATUTORY FORM

THE GRANTOR, Samuel E. Webb, of Seattle, in the County of King and State of Washington, for the consideration of Two (\$2.00) DOLLARS, in hand paid, conveys and quitclaims to Geo. V. Ostroth, of the County of King in the State of Washington all interest in the following described Real Estate Six Quartz Unpatented Mining Claims, situated in the Fish Lake or Cle Blum (unorganized) Mining District, Kittitas County, State of Washington, described as follows, to-wit: Klondyke Group Claim No. 24, as recorded and described in Book 2 of Mines at page 113; Klondyke No. 25, as recorded and described in Book 2 of Mines at page 129; Klondyke No. 26; as recorded and described in Book 2 of Mines at page 131; Klondyke No. 27, as recorded and described in Book 2 of Mines at page 117; Klondyke No. 28, as recorded and described in Book 2 of Mines at Page 116; and Klondyke No. 29, as recorded and described in Book 2 of Mines at Page 112.

All reference to book and page of recording being the office of the Auditor of Kittitas County, State of Washington,  
situated in the County of Kittitas, State of Washington.

Dated this 4th day of June, 1935.

Samuel E. Webb

By W. H. Mackey



200104060002

Page: 2 of 27

04/06/2001 10:34A

MULTI 42.00

Kittitas Co Auditor STEWART TITLE

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(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF California )  
 ) ss:  
COUNTY OF San Diego )

On the 16 day of August, 1967, personally came before me, a notary public in and for said County and State, the within-named LAWRENCE A. MANLY AND HAZEL F. MANLY, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



W. A. JENKINS Jr.

Notary Public in and for the County of San Diego, State of California

My Commission Expires April 23, 1964

My commission expires:

STATE OF )  
 ) ss:  
COUNTY OF )

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_, records of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_  
Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 3336  
PORTLAND 8, OREGON (97208)

en 9-7-63

113-114

Together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on July 1, 1963 shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the claims and demands of all persons whomsoever.

Dated this 16<sup>th</sup> day of August, 1963

Lawrence A.  
Lawrence A.

Hazel F. Manly  
Hazel F. Manly

311589

Trace No. T-19-36;  
V-19-28-1

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The GRANTOR, herein so styled whether one or more, **LOYAL W. ERICKSON**, as his separate estate, and **FLORA B. ERICKSON**, his wife on the date of acquiring title and ever since,

for and in consideration of the sum of **ONE HUNDRED SIXTY-FIVE** -----  
----- Dollars (\$ **165.00** ),  
in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate, and patrol 1 or more line(s) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described parcel of land in the County of **Kittitas**, in the State of **Washington**, to-wit:

A strip of land 275 feet in width over and across the ~~S34S16W1~~, ~~N14E16W1~~, ~~N14W16W1~~, and ~~S14W16W1~~ of Section 5, Township 16 North, Range 20 East of the Willamette Meridian, in Kittitas County, Washington. The boundaries of said strip are 75 feet distant northerly from, 200 feet distant southerly from, and parallel with the survey line for the Vantage to Maple Valley No. 1 transmission line as now located and staked on the ground, over, across, upon, or adjacent to the above described property. Said survey line is particularly described as:

Beginning at a point in the east line of Section 17, said Township and Range, N3°24'50" E. 2245.4 feet from the quarter-section corner in said east line, which point is designated as survey station 1444 + 29.0; thence N38°55'10" W. 4476.8 feet to a point in the north-south quarter-section line of Section 8, said Township and Range, S0°35'20" E. 2265.5 feet from the quarter-section corner in the north line of said section, which point is designated as survey station 1489 + 05.8; thence N38°55'10" W. 2894.6 feet to a point in the north line of said Section 8, N89°34'40" E. 890.0 feet from the northwest corner of said section, which point is designated as survey station 1518 + 00.4; thence N38°55'10" W. 444.6 feet to survey station 1522 + 45.0; thence N57°22'10" W. 738.0 feet to a point in the west line of Section 5, said Township and Range, R0°49'30" W. 750.6 feet from the southwest corner of said Section 5, which point is designated as survey station 1529 + 83.0; thence N57°22'10" W. 3476.7 feet to a point in the east-west quarter-section line of Section 6, said Township and Range, S88°30'50" E. 2320.1 feet from the quarter-section corner in the west line of said Section 6, which point is designated as survey station 1564 + 59.7;



Filed for Record  
Date **4-21-64** at **4:47 P.M.** A.M.

By **TRC**  
Marion Dertar, Kittitas County Auditor

VOL 114 PAGE 717

together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

The Grantor also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA, and its assigns, a permanent easement and right of way for the construction, operation and maintenance of a road approximately fourteen feet in width (with such additional widths as are necessary to provide for cuts, fills, and turnouts, and for curves at angle points) on, over, and across the land of the grantor in a portion of the SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> of Section 5, Township 18 North, Range 20 East of the Willamette Meridian, in Kittitas County, Washington,

for the following purposes, namely: the right to enter and to clear of timber, danger trees, and brush; to build, cut, fill, level, grade, drain, surface, maintain, repair and rebuild a road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over, and across the land embraced within said right of way, as shown colored in red on drawing Serial No. 116028 TDM-D, prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto and by this reference, made a part hereof.

Grantor reserves the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the road by the United States of America, its employees, contractors, agents or assigns.

It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, agents or assigns, the UNITED STATES OF AMERICA ~~notwithstanding~~ subject to availability of appropriations, will repair such damage.

It is further understood and agreed that Grantor may erect or maintain fences across said road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the rights of way on June 21, 1963, shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 7<sup>th</sup> day of March, 1964.

Frederic B. Erickson  
Frederic B. Erickson  
Frederic B. Erickson  
Frederic B. Erickson

114 PAGE 918

(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF Washington )  
COUNTY OF Kittitas ) ss:

On the 15th day of March, 1964, personally came before me, a notary public in and for said County and State, the within-named

LOYAL W. ERICKSON and FLORA B. ERICKSON, husband and wife,  
to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



J. Jochim  
Notary Public in and for the  
State of Washington  
Residing at Vancouver  
My commission expires: 5/2/1965

STATE OF )  
COUNTY OF ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally came before me, a notary public in and for said County and State, the within-named

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the  
State of \_\_\_\_\_  
Residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF )  
COUNTY OF ) ss:

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, and recorded in book \_\_\_\_\_ on page \_\_\_\_\_, records of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_ Deputy.

After recording, please return to:

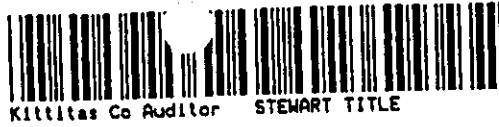
ME 2-28-64

TITLE SECTION, BRANCH OF LAND  
DONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. XXXX 3621  
PORTLAND 8, OREGON

SPA 177  
Rev. 9-2-61

114 PAGE 719





200104060002  
Page: 1 of 2,  
04/06/2001 10:34A  
MULTI 42.00

(10)

When Recorded Return To:  
Law Office of C. K Heaverlo  
1637 Vantage Highway  
Ellensburg, Wa 98926

**AUDITORS NOTE** Portions of this  
document poor quality for imaging

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR  
ELK TRAIL  
DIVISION 1

|                             |   |                               |
|-----------------------------|---|-------------------------------|
| Grantor                     | : | Caribou Land and Cattle, Inc. |
| Add'l on page               | : |                               |
| Grantee                     | : | Caribou Land and Cattle, Inc. |
| Add'l on page               | : |                               |
| Legal Description (abb)     | : | Port. 5 Twp 19 N Rge 20       |
| Add'l on page               | : |                               |
| Assessor's Tax Parcel No. : |   | 18 20 05000 0001              |
|                             |   | 18 20 05000 0005              |
|                             |   | 18 20 05000 0006              |
|                             |   | 18 20 05000 0007              |

Real Estate Excise Tax  
Exempt

Kittitas County Treasurer

By Michaelson

04-06-01



200104060002

Page: 2 of 27

04/06/2001 10:34A

MULTI 42.00

Kittitas Co Auditor STEWART TITLE

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

ELK TRAIL

This Declaration is made by the undersigned developer (hereinafter referred to as the "Declarant").

BACKGROUND

A. Declarant is the owner of real property located in Kittitas County commonly known as Elk Trail, which includes real property as follows:

- EXHIBIT A: Legal Description of all Development Property  
(Hereinafter referred to as "Property")
- EXHIBIT B: Map of Trail Easement  
(Across Section 33, Twp. 19N, Rge 20E W.M.)

B. Declarant desires to develop a recreational/residential development which shall include a private, wildlife refuge and conservancy and property owned by the Association created herein.

C. Declarant desires to impose on the Property these protective covenants for the purpose of enhancing, protecting, preserving, and augmenting the natural environment features of the Property, as well as protecting and preserving the Wildlife on the Property in a manner that will benefit the public's interest in the Wildlife and yet allow for the orderly development of the Property. Declarant desires to provide the Property and the future owners and occupants of the Property with the mutual protection and benefits of having uniform protective covenants which will promote these goals.

D. Declarant will incorporate an owners' association to provide a means for meeting the purposes and intents set forth in the Declaration.

E. GRANTOR HEREBY DECLARES that all the Property (as described in Exhibit "A," shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions and charges, assessments and liens, which are or may be imposed for the purpose of protecting the value and desirability of the Property and which shall run with the Property

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

ELK TRAIL

A PRIVATE WILDLIFE REFUGE

This Declaration is made by the undersigned developer (hereinafter referred to as the "Declarant").

BACKGROUND

A. Declarant is the owner of real property located in Kittitas County commonly known as Elk Trail, which includes real property as follows:

- EXHIBIT A: Legal Description of all Development Property  
(Hereinafter referred to as "Property")
- EXHIBIT B: Map of Trail Easement  
(Across Section 33, Twp. 19N, Rge 20E W.M.)

B. Declarant desires to develop a recreational/residential development which shall include a private, wildlife refuge and conservancy and property owned by the Association created herein.

C. Declarant desires to impose on the Property these protective covenants for the purpose of enhancing, protecting, preserving, and augmenting the natural environment features of the Property, as well as protecting and preserving the Wildlife on the Property in a manner that will benefit the public's interest in the Wildlife and yet allow for the orderly development of the Property. Declarant desires to provide the Property and the future owners and occupants of the Property with the mutual protection and benefits of having uniform protective covenants which will promote these goals.

D. Declarant will incorporate an owners' association to provide a means for meeting the purposes and intents set forth in the Declaration.

E. GRANTOR HEREBY DECLARES that all the Property (as described in Exhibit "A," shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions and charges, assessments and liens, which are or may be imposed for the purpose of protecting the value and desirability of the Property and which shall run with the Property



and be binding upon and inure to the benefit of all parties having any right, title or interest in any portion of the Property, their heirs, successors, and assignees.

## ARTICLE I DEFINITIONS

Section 1. "Approval" shall mean the issuance of written approval, or any written waiver of approval rights, or the issuance of a letter of "no objection".

Section 2. "Architectural Control Committee" shall mean the "ACC" as described in this Declaration.

Section 3. "Articles" means the Articles of Incorporation of the Elk Horn Ranch filed with the Secretary of State, establishing the Association as a non-profit corporation.

Section 4. "Association" shall mean the Elk Trail Owners' Association, a Washington non-profit corporation, and its successors and assigns.

Section 5. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 6. "Declarant" shall mean the undersigned owners of the property, and their successors and assigns; provided, however, that no successor or assignee of Declarant shall have any rights or obligations of Declarant under this Declaration unless such rights and obligations are specifically set forth in the instrument of succession or assignment.

Section 7. "Declaration" means the covenants, conditions, and restrictions and all other provisions set forth in this entire document, and as the document may from time to time be amended.

Section 8. "First Mortgagee" shall mean a lender who holds the first mortgage on a Lot and who has notified the Association of the lender's holdings.

Section 9. "Lot" shall mean any numbered plot of land shown on any recorded record of survey of the Property.

Section 10. "Lot Owner." or "Owner" shall refer to the record owner, whether one or more persons or entities, or a fee simple title to any Lot which is part of the Property, including contract purchasers, but excluding contract sellers and those having an interest merely as security for the performance of an obligation.

Section 11. "Member" shall mean every person or entity who holds membership in the Association.

Section 12. "Mortgage" shall include a Deed of Trust, Real Estate

Contract, or other security interest.

Section 13. "Natural Environment" shall mean "Natural" as that which is existing in or produced by nature and not artificial and "Environment" as the complex physical, chemical, and biotic factors (such as climate, soil, and living things) that are part of the ecological system of the Property and the surrounding area.

Section 14. "Notice" shall mean written notice delivered personally or mailed to the last known address of the intended recipient.

Section 15. "Property" shall mean the Property as legally described on Exhibit "A", and as amended under the terms of the Declaration.

Section 16. "Roads" shall mean the roads shown on the recorded survey of the Property which provide access to the driveways of the Parcels.

Section 17. "Rules" shall mean the Elk Horn Trail adopted in accordance with this Declaration and the Bylaws of the Association.

Section 18. "Wildlife" shall mean living things that are neither human nor domesticated, such as but not limited to mammals, birds, gaming fowl, fishes, and any other living things included in the definition by approval of the Board of Directors.

## ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Lot Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

Section 2. Voting. The Owners of each Lot shall be entitled to one (1) vote. When more than one person holds an interest in any Lot, all such persons shall be Members, but combined they shall have only one vote. The vote for any Lot shall be divisible and exercised as the Lot Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Voting may be carried out either in person, by mail, fax, or by written proxy. See ARTICLE XIII for voting percentage.

## ARTICLE III PROPERTY RIGHTS

Section 1. Lot Owner's Easements of Enjoyment. Each Lot Owner shall have a right and an easement of enjoyment in and to any easement granted to the Association as shown on Exhibit "B", or in any other instrument of record, subject to the following provisions:

a. The Association has the right to suspend any Lot Owner's voting rights for any period during which any assessment against the Lot Owner's Lot remains unpaid or the Lot Owner (or its invitee or tenant, etc.) is in material breach of this Declaration.

b. No Lot Owner shall in any way obstruct, restrict, or limit another Lot Owner's use of the roads or community easements, if any, by parking or storing any vehicle or structure or other item, or installing and or constructing any building which would obstruct use of the easement.

c. Any Lot Owner may delegate, in accordance with this Declaration, that owner's right to enjoyment of the easements and associated facilities to the members of the Lot Owner's family, invitees, and/or guests. Lot owners are responsible at all times for the conduct of their guests.

d. Each Lot Owner covenants and agrees to hold the Association harmless from any claim of damage arising from the use of the road or trail easements, described on the attached Exhibits A and B.

Section 2. **Common Recreation Area.** Lot owners shall have a right to use a trail area depicted on the attached Exhibit B. Such use shall be limited to hiking, horseback riding, snowshoeing, Mountain Biking, and snowmobiling, and any other noncommercial use as agreed by the Association and Declarant.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of Lien - Personal Obligation of assessments.** Each Lot Owner agrees to pay to the Association annual assessments or charges, and special assessments and emergency assessments. These assessments are to be established and collected from time to time as provided for under this Declaration and the controlling documents of the Association. Any annual, special, and emergency assessments, together with interest, costs, collection costs, and reasonable attorney's fees (including those for appeals) shall be a continuing lien on the Lot against which such assessment is made and shall also be the joint and several personal obligations of all persons who hold an ownership interest in such Lot at the time when the assessment fell due. This provision shall be enforced in accordance with the provisions of Section 10 of this Article.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the improvement and maintenance of Association easements and rights of way, road maintenance and snow removal.

**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, the maximum annual assessment shall be \$100 per Lot. Thereafter, from and after January 1 of the year immediately following the conveyance of the first Lot to a Lot owner, the annual assessment may be increased by approval of the majority of the Lot Owners, except that the Board of Directors may increase the annual assessments in any year by up to ten percent (10%) without a vote of the Members.

**Section 4. Determination of Assessments.** The Association shall not be required to return excess assessments for any year over and above actual expenses paid or incurred. Such excesses shall be placed in a reserved account in the Association's name to be used as the Board of Directors sees fit. Written notice of the annual assessments shall be sent to every Lot Owner. The assessment established for the prior year shall automatically be continued until such time at the Association votes to change the assessment. The annual assessments shall be sufficient to meet the obligations imposed by the Declaration and any amendments to the Declaration, and shall be sufficient to establish an adequate reserve fund for the maintenance, repair, and improvement of the roads and any other Common Areas, plus any other costs or fees incurred by the Association.

**Section 5. Paid Assessments.** Paid assessments shall be promptly deposited in a commercial bank account selected by the Board of Directors, which account shall be clearly designated in the name of the Association. The Board of Directors shall be responsible for maintaining the account, giving notice of all assessments, collecting all assessments, and enforcing all assessments. Any withdrawals from the bank account shall require the signature of the President or Treasurer of the Board of Directors.

The paid assessments shall then be forwarded to the Elk Horn Home Owner's Association in payment for the maintenance of the road easements.

**Section 6. Special Assessments.** In case the annual assessment is insufficient for any reason, the Association shall have the authority to levy a special assessment or emergency assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement of any road or any Common Area, or to make up the deficiency in the reserve fund. Any special or emergency assessment must be approved by the majority of the Lot Owners.

**Section 7. Notice.** Written notice of any meeting called for the purpose of taking any actions authorized under any section of this Declaration shall be sent to all members not less than thirty (30) days and no more than sixty (60) days in advance of the meeting.

**Section 8. Uniform Rate of Assessments.** All annual, special, and emergency assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis (subject to provisions for Declarant as set forth in section 3 above).

**Section 9. Due Date of Annual Assessments.** The annual assessments shall be due on the first day of July for each calendar year. A pro-rated initial annual assessment shall be paid by each new Lot Owner on the close of the sale's escrow for each particular Lot. Special and emergency assessments shall be paid within thirty (30) days of the mailing of a request to pay the same, unless the Board of Directors establishes a different time period.

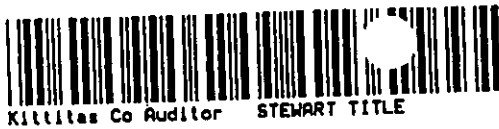
**Section 10. Effective Non-Payment of Assessments - Lien Rights - Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum, or the highest rate allowed by law, whichever is lower. The Board of Directors on behalf of the Association may sue the Lot Owner personally obligated to pay and/or foreclose a lien against the Lot in the same manner as a mortgage of real property. If an attorney is retained, the Lot Owner liable for the assessment shall pay all of the costs and expenses, including reasonable attorney's fees (including those for appeals and discovery), all of which shall be secured by the lien.

**Section 11. Subordination of Lien to Mortgages.** The lien of an assessment shall be subordinated to the lien of any First Mortgage. A sale or a transfer of any Lot shall not effect the assessment lien.

## ARTICLE V EASEMENTS/MAINTENANCE

**Section 1. Roadway/Utility/Drainage Easements..** A sixty (60) foot wide right-of-way perpetual easement is hereby granted as set forth and delineated as Easements "T" "U" and "V" on that Certain Survey as recorded May 1, 1996 in Book 22 of Surveys at Pages 9-10, under Auditor's File No. 199605010012, Records of Kittitas County, Washington; Being a Portion of the Section 5, Township 18 North Range 20 East, W.M. in the County of Kittitas State of Washington or shown by any instrument of record.

These rights-of-way are to be used for roadways, utilities, drainage, cross-country skiing, horse back riding, and walking. The rights-of-way may also be used for biking and motorized vehicles as designated by the ACC.



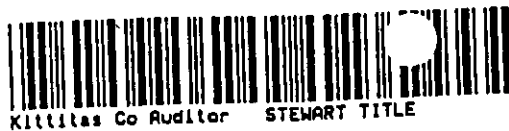
The Elk Horn Home Owner's Association shall maintain, improve, repair, and control the roadways and the area over, under, and above the right-of-way easement areas, pursuant to the Declaration of Easements, Covenants, Conditions and Restrictions for Elk Horn Ranch recorded April 6, 2001 under Kittitas County Auditor's file number 200104060002. The Elk Trail Home Owners Association shall pay a maintenance fee to Elk Horn Owner's Association in the amount provided for in Article IV, paragraphs 4 and 5 hereof.

All Lot Owners shall have use of the sixty (60) foot rights-of-way, subject to any limitations established by the Board of Directors. Within these rights-of-way, no structures, plantings, or fill materials shall be placed or allowed to remain which may, in the opinion of the ACC, damage or interfere with the installation and maintenance of roads, utilities, and drainage. These rights-of-way easements shall be perpetual, shall run with the land, shall be binding on and inure to the benefit of the Lot Owners and their heirs, successors, and assigns. The Board of Directors shall control use of the right-of-ways and shall have the right to limit use by snowmobiling, cross-country skiing, bicycle riding, or other means of transportation. Utility easements are hereby reserved in addition to the sixty (60) foot wide right-of-way easement shown on the final plat. These additional utility easements shall be located on any portions of the Property that are determined to be reasonably necessary by the Declarant or the Board of Directors (if Declarant has passed control to the Board of Directors) for installation, maintenance, and repair or replacement of utilities either above or below ground level. These additional easements shall be wide enough for the reasonable installation, maintenance, repair and replacement of any utility subject to all controls and limitations established for other utility easements under the terms of the Declaration. These additional easements shall be used on those portions of the Property where the topography of the land, etc. makes it difficult to install utilities in the sixty (60) foot wide right-of-way.

Section 2. Easement for Emergency Personnel. A right of access for personnel for the protection of the Property and Wildlife, or to do maintenance or repair work under the terms of this Declaration, which has not been completed in a timely manner by any Lot Owner is hereby granted to the Association. This easement shall also run with the land and be binding on and inure to the benefit of the Association. Reasonable notice shall be given, except in emergency situations.

Section 3. Easement for Government Personnel. A perpetual easement for access by police, fire, rescue, and other government personnel is hereby granted to the Association, across all Common Areas and





easement, roadways, and Lots as is necessary or appropriate for the performance of public duties.

Section 4. **Conveyance to Public Entity.** The right to convey, at any time to the relevant government agency, the right-of-way easements, or to give any public utility an easement to install facilities such as power lines, gas lines, sewer lines, water lines, cable lines, etc. is hereby granted to the Association. All rights granted under this Section shall require approval by three-quarters of the Board of Directors.

Section 5. **Trail Easement.** An perpetual easement over existing trail as designated on the attached Map (Exhibit B) is hereby granted to the Association, subject the terms of this paragraph and other restrictions as contained in this Declaration, for the purpose of hiking, horse back riding and other uses as may be approved and by the Board of Directors. Motorized vehicles may be used on the trails in designated areas as specified and approved by the Board of Directors. The Board of Directors shall adopt rules and regulations for the use of said trails.

## ARTICLE VI DECLARANT'S RIGHT TO APPOINT MEMBERS OF BOARD OF DIRECTORS AND ACC

Until all Lots within the Property described on Exhibit "A" have been sold to third parties and/or retained by Declarant, or Declarant has determined not to add such real property to this Declaration, Declarant shall have the sole right to appoint the Members of the Board of Directors and the members of the ACC.

## ARTICLE VII ARCHITECTURAL CONTROL COMMITTEE

Section 1. **Appointment.** An architectural Control Committee ("ACC") consisting of not less than three (3) and no more than seven (7) persons shall be appointed by the Declarant until such time as the conditions in Article VI have been met. At that time, the Board of Directors shall have the sole right to appoint members of the ACC.

Section 2. **Duties.** Unless limited by the Board of Directors, the ACC shall have the authority to review and act on behalf of the Association and Board of Directors in all matters relating to enforcement of the protective covenants listed in this Declaration or the use, blockage, or limitation of any easement referred to in this Declaration, or the

enforcement of any other decision of the Board of Directors which the Board of Director designates to the ACC. However, this designation of authority to the ACC does not remove or limit in any way the authority of the Board of Directors to at any time enforce the provisions of this declaration, the Articles and Bylaws of the Association, or other rules and regulations established by the Board of Directors.

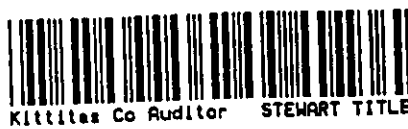
**Section 3. Meetings; Compensation.** The ACC shall meet as necessary to properly perform its duties, and shall keep and maintain a record of all actions taken at the meetings or otherwise. Unless authorized by the Association, the members of the ACC shall not receive any compensation for their services. However, all members shall be entitled to reimbursement for reasonable expenses incurred in connection with the performance of any ACC duties.

**Section 4. Non-Waiver.** Approval by the ACC of any plans, drawings, or specifications shall not be a waiver of the right to withhold approval of any similar plan, drawing, specification, or matter submitted for approval. However, approval shall not be unreasonably withheld.

**Section 5. Liability.** Neither the ACC nor any of its members shall be liable to the Association or to any Lot Owner for any damage, loss or prejudice resulting from any action taken in good faith on a matter submitted to the ACC for approval, nor shall the ACC nor any members be liable to the Association or to any Lot Owner for failure to approve any matters submitted to the ACC. The ACC or its members may consult with the Association or any Lot Owner with respect to any plans, drawings, or specifications, or other proposals submitted to the ACC.

**Section 6. Approval of Plans by ACC.** The ACC shall meet monthly at the time and place of the Board of Trustees' meeting to consider and approve building plans. To have plans considered, complete plans and specifications must be submitted at least ten days prior to the scheduled meeting. If the plans are complete and meet the requirements of the Covenants, the plans will be approved at this meeting. One set of plans with signed approvals is required and must be on the job site at all times.

All buildings and structures, including homes, walls, detached garages and excavations for these shall be approved by the ACC, including remodeling or additions to existing buildings. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing proposed location of same on the particular building site, shall be submitted to the ACC. Construction or alterations shall not be started until written approval thereof is given by the ACC. The maximum height of any building or structure shall be 30 feet



above the approved building site, provided that the ACC shall be authorized to further restrict the height of any building to conform with the purposes, goals and provisions set forth in this Declaration of Restrictive Covenants.

As to all improvements, construction and alterations in Elk Trail the ACC shall have the right to refuse or approve any design, plan or color for such improvements, construction or alterations which are not suitable or desirable in the ACC's opinion, aesthetic or otherwise, and in so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure and the material of which it is to be built, the exterior color scheme to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure or alterations therein as planned on the outlook of the adjacent or neighboring property and the effect, or impairment, said structure will have on the view of surrounding building sites, and any and all other factors which in the ACC's opinion shall affect the desirability and suitability of such proposed structure, improvements or alterations.

Section 7. **Waiver of Restrictions and Limitations.** ACC reserves the right to enter into agreement with the owner of any lot or lots (without the consent of the owner of other lots of adjoining or adjacent property) to deviate from the conditions, restrictions, limitations and agreements contained in this Declaration in certain particulars in a specific case, and any such deviation which shall be manifested in an agreement in writing shall not constitute a waiver of any such conditions, restrictions, limitations or agreements as to the remaining lots in the subdivision and the same shall remain fully enforceable as to all other lots located in the subdivision.

## **ARTICLE VIII VARIANCE FROM COVENANTS**

Because the Property includes land with many different characteristics and conditions, the Board of Directors may allow a variance of the Protective Covenants set forth below if the variance is approved by the majority of the members of the Board of Directors. All decisions shall be final.

## **ARTICLE IX PROTECTIVE COVENANTS**

Section 1. **Recreational/Residential Use.** Lots shall be used solely for recreational and residential use except as provided for in this Article.

Under no circumstances shall any recreational vehicle, motor home, trailer, travel trailer or camper be installed in a permanent manner.

**Section 2. Mobile Homes/Manufactured Homes.** No Mobile Homes shall be allowed. At this time, manufactured homes will not be allowed. Any variance to the allowance of manufactured homes shall be reviewed and approved by the architectural committee on an individual basis.

**Section 3. Construction of Buildings.** All Buildings must meet with all zoning and building regulations of the relevant governmental agencies. Furthermore, all exterior construction must be completed within one year of initiation of construction. Buildings must be placed in a manner to promote and protect Wildlife migration routes and habitats, as well as enabling Lot Owners to take advantage of views. Whenever possible, placement of homes shall be done in a manner to have the least impact on wetlands and other areas considered sensitive by any governmental agency or deemed important by the Board of Directors for the conservancy and refuge purposes of the development. In approving the placement of residences, driveways, and other buildings, the ACC is given broad powers.

**Section 4. Residences/Outbuildings.** A building site shall consist of at least one or more lots as shown on said plat or a parcel composed of such portion of such lots as may be approved and designated as a building site by the ACC provided the same shall be in compliance with the then existing and effective laws and regulations of the State and County.

No building or structure shall be erected, constructed, maintained or permitted upon such lots except upon a building site except a single residential or guest lodging unit structures including barns and outbuildings etc. in compliance with all current zoning and building regulations for Kittitas County.

All buildings will include a minimum of 700 square feet of living space or a 400 square foot footprint, exclusive of patio, decks and porches. All carports, storage sheds, or separate structures must be approved by the ACC. Detached garages will be allowed. The style and color of the garage shall match the house. All exterior trim shall be uniform in style and color. Each run of exterior railing shall be earth tone or other ACC approved color. The roof color shall also be approved by the ACC. The siding color and the roof color shall be uniform through the exterior of the structure. The color of the exterior of the building shall be included when the plans are submitted to the ACC for approval. Metal buildings shall be allowed. The exterior siding and roofs of outbuildings shall be approved by the ACC.

The roof of the house shall overhang the sides a minimum of 18

inches measured horizontally, except to maintain uniformity in the event of addition on currently existing buildings and must be approved by the ACC. It is recommended that all roofs shall have a minimum of a 4/12 pitch.

The location of Propane and other tanks, including all other utilities shall be located on a site plan and approved by the ACC prior to placement, and are to be located to minimize visual impact. Landscaping buffers shall be placed around above ground tanks to screen visual impact by all neighboring views.

Driveways shall be located within the projection of the homeowner's property lines. All structures will provide a minimum of one parking space per unit, within the boundaries of the homeowner's property lines. All structures will provide a minimum of one parking space per unit, within the boundaries of the homeowner's property lines.

**Section 5. Building Limits.** No structure shall be placed nearer the front lot line or nearer to the side lot line or nearer to the rear lot line than the minimum building setback lines, if any, shown on the recorded plat of Elk Trail any event, no such building or structure shall be placed on any lot nearer than 50 feet to the front lot line or nearer than 50 feet to any side lot line except upon the approval of the ACC as set forth in these covenants. Prior to approval of building plans, each owner must demonstrate to the satisfaction of the ACC the exact location of all property corners, which should be marked appropriately. No television or radio aerials which are more than 6 feet in height above the highest point (exclusive of chimneys) on any building or structure shall be erected or placed on any lot. No satellite dishes larger than 1 meter in diameter, rotary beams or similar devices shall be constructed on any lot. Satellite dishes of 18 inches or smaller must be attached to the house and be no higher than the highest part of the roof, unless line of sight is not possible from the house. In cases where reception is not possible with a house mounted system, upon approval of the ACC, a dish may be placed in the least visible location that will allow reception.

**Section 6. Prosecution of Construction Work.** Any structure erected or placed on any lot in the subdivision shall be completed as to external appearance, including finished painting within six months of the start of construction and shall be connected to an acceptable sewage disposal facility. Job sites shall be routinely cleaned of exterior debris through project completion.

Temporary living quarters such as travel trailers, car campers and motor homes with self contained, chemical toilet will be permitted only upon application to and with prior approval of the ACC. The length of the permit period will be limited to one building season with renewal at the sole

discretion of the ACC. Permits for temporary living quarters will be granted only in conjunction with approved construction of a permanent dwelling. All such temporary living quarters must include approved sanitation and drinking water facilities.

**Section 7. Fences.** Fences must be constructed in a manner and of material so that the natural migration of the Wildlife such as elk and deer shall not be limited. In most circumstances, a three strand or rail fence shall be acceptable so that Wildlife can either jump the fence or go underneath the lower strand or rail. Each Lot Owner must have the ACC review and approve proposals for installation of fences prior to installation. The ACC reserves the right to require the alteration or removal of any fence installed or altered without their prior approval. No fence shall use a material which may endanger any other person or a material that would likely cause harm to the Wildlife (barbed wire installed at the appropriate levels is acceptable). However, fences used to keep out Wildlife may be installed around cultivated garden areas, orchard areas, dog kennels, or play areas for children as shown to be absolutely necessary, in order to prevent Wildlife from entering the area, except that any such fencing material, again, is subject to review by the ACC and must not be dangerous to the Wildlife.

**Section 8. Hunting/Poison.** All Lots shall be developed and maintained as a part of a private, wildlife refuge and conservancy. As such, absolutely no hunting shall be allowed on the Ranch Sites, whatsoever, whether by use of firearms, bows and arrows, traps, or any other means of catching or killing Wildlife, except as permitted under the terms of this declaration. Similarly, there shall be no discharge or firing whatsoever of any firearm or any hunting equipment of any sort which may endanger other residents or property of the lot owners of the Association or of the residents or property on any Easement granted herein, or which is a nuisance to other residents. Fishing rights and possible other animal control may be allowed as established by the Board of Directors. Rat or mice poison may be used where it is not a danger to Wildlife. Fishing shall be allowed by Lot Owners and their family members, as well as occasional guests, subject to rules and regulations of the Board of Directors. However, fishing shall not be allowed for any commercial purposes. Furthermore, if the Board of Directors determines that fishing should be restrained in order to protect the growth and development of certain fish, the Board of Directors shall have the authority to restrict fishing rights of Lot Owners and their family and guests, including the right to require non barbed fishing and the returning of such fish to the stream.

**Section 9. Further Subdivision of Lots.** No Lot may be



subdivided, nor may boundary line revisions be used in order to create a new lot. No divisions whatsoever may occur for purposes of sale or lease of any lot.

**Section 10. Domesticated Animals.** No more than two (2) Dogs or cats are allowed on any Lot. If a dog or cat has a litter, the additional dogs or cats may remain on the Property for up to five (5) months, but no Lot owner shall keep, breed or maintain pets for commercial purposes. Any animal, whether household pet or farm animal, must be restrained to remain within each Owner's Lot. Furthermore, all dogs belongings to residents, occupants, guests, or other personal lawfully on the Property must be kenneled, leashed, or under direct human supervision at all times and not be allowed to roam freely, in order to protect Wildlife, including but not limited to nestling grouse, fowl, songbirds, deer, and elk. All animals must be kept off the other Lots in the Property. Any animal causing a nuisance or unreasonable disturbance or danger to other Lot Owners or the Wildlife shall be permanently removed from the Lot within Ten (10) days notice from the Association. Any dispute as to the raising or keeping animals shall be submitted to the Association, and the decision of the Association in all matters shall be final.

**Section 11. Timber Removal.** Lot Owners cannot remove, or have removed, timber from their Property without the approval of the Association, except that Lot Owners may remove any diseased or dangerous trees, or occasionally thin trees for that Lot Owners use on that Lot for wood burning stoves, fireplaces, etc.

**Section 12. Brush Picking/Harvesting of Other Wildlife.** Lot Owners may pick brush on their Lots and harvest other plant life, except that all Lot Owners agree to take care to retain as much natural vegetation as they can in order to retain Wildlife shelters and nesting areas. Under no circumstances may any Lot Owner allow brush picking or the harvesting of other plant life for commercial purposes, or by those that are doing it for commercial purposes. Furthermore, the Board of Directors has the authority to establish rules and regulations in order to give such protection and may limit brush removal or harvesting of plant life.

**Section 13. Retention of Hunting and Roosting Perches.** All existing snags on the Property shall remain uncut to provide:

- a. important hunting and roosting perches for hawks, owls, and eagles, and;
- b. important habitat for the many cavity nesters found in the area, unless such snags present a risk to human life or property.

**Section 14. Commercial Enterprises.** No commercial enterprises



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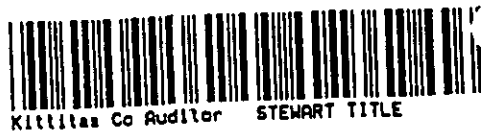
are allowed, except as approved by the Board of Directors. And, the Board of Directors shall have no authority to approve any commercial enterprise other than that which would be commensurate with the development of Elk Horn Ranch under the terms of this Declaration. It is anticipated that some Lots may be used as a bed and breakfast residence; small guest ranch, or for other equestrian activities, i.e., breeding, training and the like. Only these enterprises are approved and cannot be changed by the Board of Directors. All such structural facilities and fencing shall be in compliance as set forth in this section and shall be in compliance with all State Laws and Kittitas County Zoning Ordinances.

**Section 15. Rentals.** No Lot Owner may rent out any portion of that Lot Owner's Lot, or any recreational shelter for more than six (6) weeks in any calendar year. All tenants must sign a copy of this Declaration. Each Lot Owner hereby grants to the Association the right to evict any tenant if that tenant is violating any term of this Declaration, or any of the rules or regulations established by the Board of Directors, or the Articles and Bylaws of the Association. Although it is the Lot Owner's duty to evict such a tenant, the Association may do so if the Lot Owner fails to do so in a timely manner. Any costs and fees incurred by the Association shall be a lien on the Lot Owner's and shall be treated as a lien for unpaid assessment.

**Section 16. View Protection.** Trees planted by any Lot Owner after the recording of this Declaration, may not interfere with the view of any other Lot Owner in the Property. Although part of the goal of the private conservancy and refuge is to encourage and enhance the Wildlife and natural vegetation, existing views are to be protected. In any dispute regarding view protection, the ACC shall make final decisions.

**Section 17. Wildlife.** As set forth in Declarant's Declaration, the purpose of the development is to provide for residences on 20 acre or larger Lots, while at the same time protecting and enhancing the preservation of Wildlife and the natural environmental features of the Property. It shall be the responsibility of the Board of Directors and the Association to promote and enforce this purpose, along with any requirements of a relevant governmental agency. For instance, there shall be no interruption of the flow of any stream located on the Property; fencing and placement of improvements shall be done to minimize any impact on Wildlife migration and habitation; whenever possible, there shall be no disturbance or negative impact on wetlands in order to protect water fowl; and, no noxious or poisonous chemicals, sprays, or noise shall be permitted which would interfere with the protection and enhancement of Wildlife, as well as the peace and quiet of the Lot Owners. Noxious noises shall be defined as those





which are not compatible with the intent and goal of the development. No illegal activities shall be conducted on any Lot.

**Section 18. Recreational Equipment.** Hiking, horseback riding, and bicycling are allowed on trails designated for that purpose. The Board of Directors has the right to limit use. Snowmobiles shall not be used in a manner that will interfere with Wildlife. However, snowmobiles and other recreational vehicles will be allowed along the right-of-way easement in areas designated by the Board of Directors. Residents may use the roads as designated by the Board of Directors as is appropriate for the season for the purpose of ingress and egress to the designated riding areas. Other motorized vehicles must use only the roadways.

**Section 19. Setbacks.** Setbacks from all rivers and wetlands shall be at a minimum established by the local governmental agency having jurisdiction over the Property.

**Section 20. Garbage and Refuse.** No garbage, refuse, rubbish, cuttings, or debris of any kind shall be deposited on or left on any Lot unless placed in a sanitary container and according to local regulations. Where reasonably possible, they should be screened from the view of any other Lot Owner. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

**Section 21. Hazardous Materials.** No hazardous materials, other than petroleum-based products used solely by the Lot Owner (such as oil and gas for consumption on the Property) shall be stored, used, or transported across the Property. All use of any materials identified as hazardous by any local, state, or federal governmental agency or legislation or ordinance shall be included in this paragraph. Each Lot Owner shall be responsible for clean-up of any contamination or spill in accordance with all governmental regulations. If a Lot Owner fails to complete any such clean-up or remediation, the ACC may do so after giving thirty (30) day written notice (except in emergencies where no notice is required) to the Lot Owner. The costs and fees associated with any such clean-up or remediation shall be a lien against that Lot Owner's Lot, and be treated the same as a lien for an unpaid assessment.

**Section 22. Utility Pay-Back.** If the local public utility district will allow, latecomer's fee may be charged for installation of utilities, if a Lot Owner (including Declarant) brings utilities across or in front of any other Lot Owner's Lot. Latecomer's fees must be paid at the time of hook-up to the public utility or designated party by the latecomer. Any unpaid latecomer's fees shall incur the same interest as an assessment and shall be considered as a lien for an unpaid assessment, except that such lien shall be

collected solely by the Lot Owner who is to receive the pay-back.

**Section 23. Signs.** No commercial signs or signs for any kind of advertising may be placed on any Lot, except as allowed by the Association for the accepted quasi-commercial allowed uses (bed and breakfast, stables, etc.).

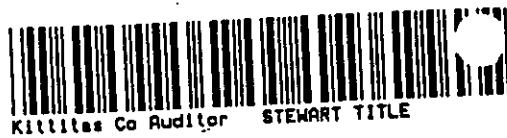
**Section 24. Authority to Adopt Additional Rules and Restrictions.** The Board of Directors shall have the authority to adopt additional written rules and restrictions governing the use of the Property, provided such rules and restrictions are consistent with the purposes of the Declaration. The Board of Directors shall also have the authority to establish penalties for violation of those rules and restrictions. If rules and restrictions are adopted, they, along with the established penalties, shall be available to all Members on request. If sixty percent (75%) of the Lot Owners vote to not accept a rule or regulation, that rule or regulation shall be void. However, the Board of Directors has the authority to have the enforceability and validity of any rule or regulation arbitrated if the Board of Directors deems it important for promoting and preserving the Property as a private wildlife refuge and conservancy.

**Section 25. Compliance with Kittitas County Zoning and Building Regulations.** All construction must be consistent with and done in compliance with the zoning and building regulations for Kittitas County, and any other relevant governmental agency. However, where the terms of this Declaration are more restrictive than those of a relevant governmental agency, this Declaration shall prevail.

**Section 26. Wildlife Harassment/Interference.** All Lot Owners agree to educate their family, guests, and tenants against harassment of all Wildlife and about the benefits of nonintrusive Wildlife enjoyment. As a private wildlife refuge and conservancy, each Lot Owner agrees to not interfere with Wildlife migration corridors, natural habitats, or wetlands and streams, and to prevent guests, tenants, and invitees from any such interference.

**Section 27. Guest Limit.** No Lot Owner shall allow more than 10 guests to use trails and facility without prior approval of the Board of Directors.

**Section 28. Sewage Disposal.** No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Kittitas County Health Department, or other governmental agency of Kittitas County, Washington having authority and jurisdiction to approve the same. Furthermore, no individual sewage disposal



system shall lie within the set-back areas established in the Declaration.

**Section 29. Motor Vehicles.** No motor vehicles absent a current vehicle license issued by the State of Washington or absent a fully functional and legal muffler system, shall be operated at any time on the private roads within the Property. All terrain vehicles and snowmobiles and other recreational vehicles meeting the above requirements shall be operated only on the dedicated rights-of-way of public and private roads serving the Property, and in accordance with the rules and regulations established by the Board of Directors.

**Section 30. Open Space.** Because the Property is currently designated as open space or agricultural use, Owners of Lots may continue current uses or conduct such uses as would allow that Owner's Lot to remain as open space or be designated for agricultural use as provided by law. However, all such uses must not violate other terms of this Declaration, except that the raising of cattle or other agricultural uses will be allowed provided they do not interfere with the protections created under the Declaration for preserving the area as a private wildlife refuge. Any questions regarding activities associated with this paragraph shall be determined by the Association, with the understanding that the Owners should not lose open space or agricultural designations as a result of a purchase of any Lot with in the Property.

Declarant reserves the right to lease all non-fenced areas of each Lot for the sole purpose of grazing cattle at the rate of one dollar (\$1.00) per year.

**Section 31. Landscaping.** Natural landscaping shall be maintained to the greatest extent possible. No cutting or pruning of trees will be permitted without prior approval of the Association, except for trees within the foot print of the buildings and driveway. Landscaping planted by any lot owner shall not interfere with the view of any other lot owner in Elk Horn Ranch. Existing views are to be protected. Any dispute regarding view protection shall be resolved by the Association.

**Section 32. Mail Boxes.** All mail boxes must be of a standard accepted by the U. S. Postal authorities and must be located in those areas as designated by the U. S. Postal Department. Structures containing such mail boxes must be approved by the ACC as herein set forth.

**Section 33. Poles and Wires.** No facilities including poles and wires for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any lot. The use of TV Satellite dishes one meter or less in diameter will be allowed.

**Section 34. Mining.** No lot shall be used for the purpose of boring,



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mining, quarrying, exploring for or removing water, oil, or other hydrocarbons, minerals, gravel or earth.

**Section 35. Maintenance of Lots and Improvements.** The lots and improvements thereon shall be maintained in compliance with the intent of these covenants. Thirty days after notice to the owner of any lot failing to be so maintained, the Board of Trustees of Elk Trail or a person or persons designated by them may then enter upon any lot for the purpose of cutting, plowing under, burning or otherwise removing weeds and removing and disposing of rubbish or litter. No such entry shall be deemed a trespass and Elk Trail shall not be subject to any liability therefore. The costs of such work shall be billed to and paid by the owner of the lot and shall constitute a lien on the lot from and after the date that notice of delinquency is filed of record. The lien, including costs and attorney fees, may be enforced by Elk Trail, in the manner provided by law with respect to the lien of mechanics and materialism under the laws of the State of Washington. The lien shall be discharged upon payment by the owner of said lot of the amount of said lien, together with the cost and expense incident to the filing of the notice of delinquency and all costs for foreclosure or other enforcement of the lien, including reasonable attorneys fees.

## ARTICLE X GENERAL PROVISIONS

**Section 1. Enforcement.** Any Lot Owner, the ACC, and/or the Board shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenant, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration. Should any Lot Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, all costs incurred in such enforcement (whether negotiated, stipulated, arbitrated, or determined by a court), including reasonable attorney's fees and costs (including those for appeals), shall be paid by the non-prevailing Lot Owner.

**Section 2. Arbitration.** Should any dispute arise as to the terms of this Declaration, the dispute shall be resolved through arbitration according to the rules of Kittitas County if Kittitas County has a Mandatory Arbitration Program or through any private arbitration service selected by the Board of Directors. In all circumstances, all arbitration shall be final and binding, and the non-prevailing party shall pay all costs and fees including reasonable attorney's fees and costs, including those for appeals. A copy of any judgment may be recorded in any county.

**Section 3. Failure to Enforce.** No delay or omission on the part of the Declarant, the Board of Directors, the ACC, or any Lot Owner in exercising any rights, power, or remedy provide for in this Declaration shall be construed as a waiver or acquiescence, and no action shall accrue, nor shall any action be brought or maintained by anyone against the Declarant or the Board of Directors or the ACC for failure to bring any action on account of any breach of these covenants, conditions, reservations, and restrictions, or for imposing restrictions which may be unenforceable by any of the above.

**Section 4. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

**Section 5. Interpretation.** This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the residential/recreational development as a private, wildlife refuge and conservancy.

**Section 6. Certain Rights of Declarant.** For such time as Declarant shall own Lots for purposes of selling those Lots, there shall be no amendments to this Declaration, the Articles of Incorporation, the Bylaws of the Association, or any rules or regulations adopted by the association, (unless agreed to by Declarant) which:

- a. discriminate or tend to discriminate against the Declarant's rights as an owner;
- b. change "Definitions" as set forth in this Declaration in a manner which alters Declarant's rights or status;
- c. alter the character and rights of membership or the rights of Declarant as provided for in this Declaration;
- d. alter previously recorded or written agreements with public or quasi-public agencies regarding easements and rights-of-way;
- e. alter Declarant's rights as set forth in this Declaration and the Articles and Bylaws, such as relating to architectural controls, the right to appoint Members of the Board of Directors, and the ACC, and assessments;
- f. alter the basis for assessments;
- g. alter the provisions of the use restrictions as set forth in this Declaration; or
- h. alter the Declarant's rights in any way as they appear under this article.

**Section 7. Attorney's Fees.** If any dispute arises regarding the terms and conditions or enforcement of any of the terms and conditions of

this Declaration, or to determine the rights of any party claiming privity, the prevailing party shall be entitled to reasonable attorney's fees and costs, including those for appeals.

## **ARTICLE XI ADDITIONAL DIVISIONS**

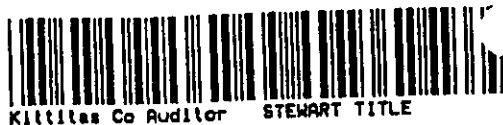
Declarant, or Declarant's heirs, successors, or assigns, reserve the sole right to add other divisions of the Property legally described on Exhibit "A" to this Declaration. Such property may become subject to this Declaration on the recording of an amendment to this Declaration signed by the Declarant, or Declarants heirs, successors, and assigns. No notice shall be required to the Association. Nor shall any vote be necessary.

## **ARTICLE XII TERM**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants, are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by all of the then Lot Owners has been recorded, agreeing to change the covenants in whole or in part. However, nothing in this Article shall be deemed to affect or limit in any way the duration of those easements which are granted as perpetual easements by this Declaration.

## **ARTICLE XIII AMENDMENT**

This Declaration and its covenants, conditions, and restrictions, may be amended at any time by an instrument signed by Owners of at least seventy five percent (75%) of the Lot Owners pursuant to Article II Section 2 hereof and (subject to Declarant's rights), except Article IX, Section 14 may not be amended. Any amendment must be recorded. However, under no circumstances may this Declaration be amended in a manner to change any of Declarant's right, without the approval of Declarant. Also, any amendment which attempts to change in any way the purpose and goal of the Declarant in establishing Elk Trail as a private, wildlife refuge and conservancy shall require approval of the Lot Owners owning ninety percent



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(90%) of all the Lots within the Property.

IN WITNESS WHEREOF, the undersigned have cause this Declaration to be executed this 4 day of April, 2001.

CARIBOU LAND AND CATTLE INC.

  
Derald E. Martin, President

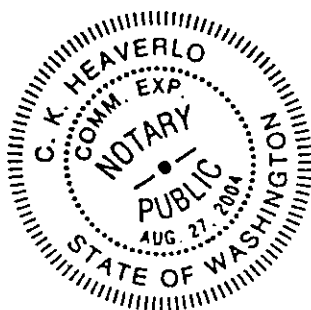
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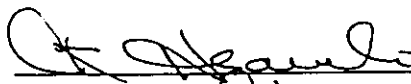
) SS.

County of Kittitas )

On 4-4, 2001, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Derald E. Martin to me known to be the President of Caribou Land and Cattle, Inc., of the corporation and the he executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath sated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.



  
Typed Name: C. K. Heaverlo  
Notary Public in and for the State of  
Washington, Residing at Ellensburg  
My commission expires: 8/27/04



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## EXHIBIT "A"

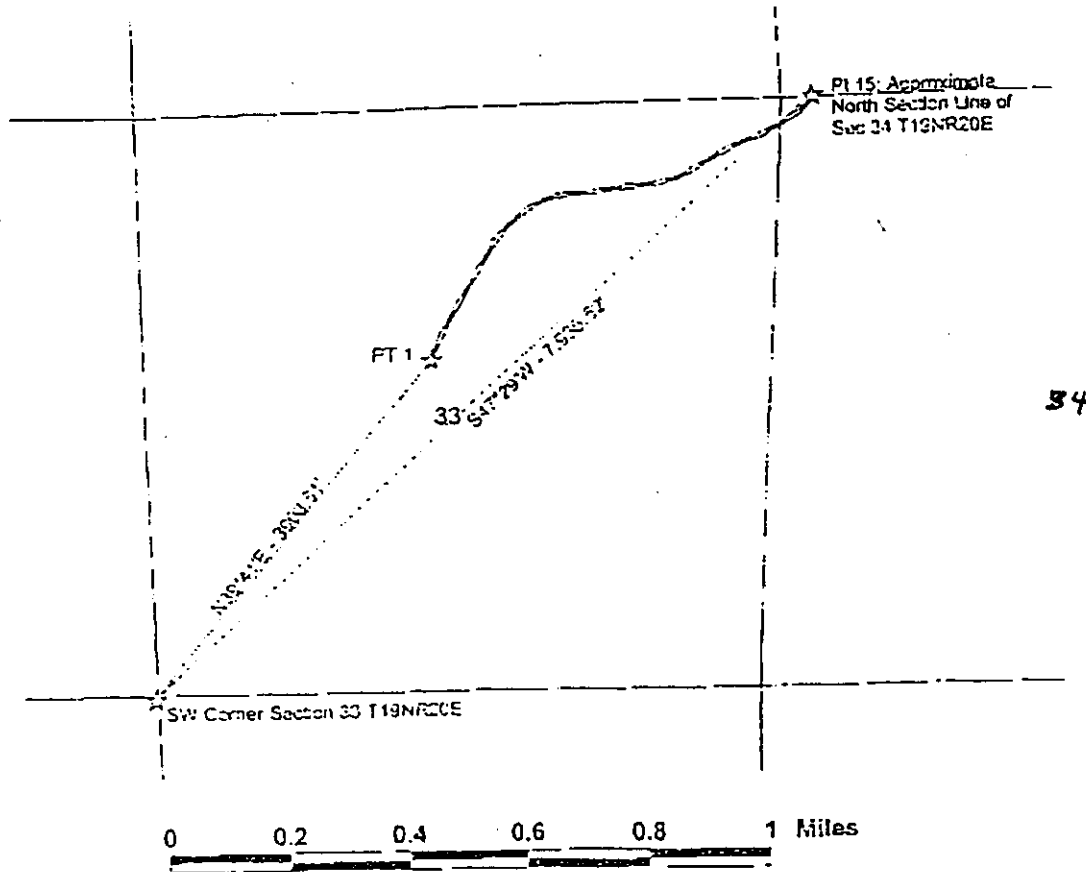
Parcels A through Q of that certain Survey as recorded May 1, 1996 in Book 22 of Surveys at Pages 9-10, under Auditor's File No. 199605010012, Records of Kittitas County, Washington; Being a Portion of Section 5, Township 18 North Range 20 East, W.M. in the County of Kittitas, State of Washington.





Kittitas Co Auditor STEWART TITLE

EXHIBIT "B"



| Point  | Distance | Bearing  | Comment   |
|--------|----------|----------|---|
| Corner | 3908.61  | N39°41'E | SW Corner of Section 33 T19NR20E                      |
| 1      | 496.01   | N25°43'E | Start of New Construction                             |
| 2      | 709.12   | N30°23'E |   |
| 3      | 417.71   | N46°21'E |   |
| 4      | 257.95   | N64°09'E |   |
| 5      | 248.62   | N81°53'E |   |
| 6      | 622.74   | N83°31'E |   |
| 7      | 196.14   | N75°29'E |   |
| 8      | 180.24   | N69°26'E |   |
| 9      | 99.94    | N50°44'E |   |
| 10     | 299.13   | N60°25'E |   |
| 11     | 434.12   | N65°06'E |   |
| 12     | 208.78   | N57°23'E |   |
| 13     | 119.33   | N45E     |   |
| 14     | 91.20    | N19°47'E |   |
| 15     | 7935.52  | S47°29'W | Approximate North Section Line of Section 34 T19NR20E |
| Corner |          |          | SW Corner of Section 33 T19NR20E                      |

COMMITMENT FOR TITLE INSURANCE

Name Schultz-Blackrock  
Owner McMeans J. Wayne et ux  
PO# 2970  
Policy# 88362  
Initials JTM  
Rec'd 8-2-01

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:  
AMERITITLE  
P.O. BOX 617  
101 WEST 5TH AVENUE  
ELLENSBURG, WA 98926  
(509) 925-1477

CHICAGO TITLE INSURANCE COMPANY

By:

*Paul A. St. E.*

President

By:

*Barry*

Secretary

*[Signature]*  
Authorized Signature



## **EXCLUSIONS (Cont'd.)**

4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## **ALTA LOAN POLICY FORM (10-17-92)**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured where are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## EXCLUSIONS

**NOTE: THE FORM OF POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.**

The Exclusions from Coverage referred to in Paragraph 3 of the Conditions and Stipulations are as follows:

### ALTA OWNER'S POLICY FORM 10-17-92

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

## COMMITMENT FOR TITLE INSURANCE

Prepared for:  
Bonneville Power Administration

Inquiries should be made to:  
AMERITITLE  
P. O. Box 617  
101 West 5th Avenue  
Ellensburg WA 98926  
(509)925-1477 / FAX (509)962-3111

### SCHEDULE A

File No.: 0088362

Your Reference No.: TRO1B-R2970 / McMeans

1. Effective Date: July 23, 2001, at 8:00 a.m.

2. Policy or Policies to be issued:

A. ☒ ALTA U.S.A. Owner's Policy - (9-28-91)  
☒ Standard ☐ Extended  
Proposed Insured:

Amount: \$ 20,000.00  
Premium: \$ 220.00  
Tax: \$ EXEMPT

**UNITED STATES OF AMERICA**

3. The estate or interest in the land which is covered by this Commitment is:

**FEE SIMPLE ESTATE**

4. Title to the estate or interest in the land is at the effective date hereof vested in:

**J. WAYNE MCMEANS AKA JERRY W. MCMEANS AND CINDY L. MCMEANS, HUSBAND AND WIFE**

5. The land referred to in this Commitment is described as follows:

**The East Half (1/2) and the Northwest Quarter (1/4) of Section 8, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.**

**END OF SCHEDULE A**

## SCHEDULE B

File No.: 0088362

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### GENERAL EXCEPTIONS:

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

### SPECIAL EXCEPTIONS:

1. General taxes and assessments for the second half of the year 2001, which become delinquent after October 31, 2001, if not paid.  
Amount : \$103.31  
Tax No. : 18-20-08000-0006 (R535034)

NOTE: First half 2001 taxes and assessments have been paid in the amount of \$103.31.  
General taxes and assessments for the full year: \$206.62.

2. Lien of real estate excise sales tax upon any sale of said premises, if unpaid. Real estate excise tax on said property is subject to tax at the rate of 1.53% (State = 1.28%; Local = 0.25%).

CONTINUED

## SCHEDULE B (Continued)

File No.: 0088362

3. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to County Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Continuation of this classification requires:

- a) that all Grantees sign the Notice of Continuance Section on Excise Tax Affidavit;
- b) compliance with revised policy effective July 15, 1994, which requires that a five year Farm Land Management Plan from the new owner, together with the legal description, be submitted to the Kittitas County Assessor's office in advance (fifteen (15) days) of closing/recording;
- c) if the sale is for under 20 acres, income history must be provided to the Kittitas County Assessor's Office to meet mandated requirements for three out of five past years.

Any questions regarding these requirements should be directed to the Kittitas County Assessor's Office (509)962-7501.

4. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267, no search having been made therefor.

To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.

5. Amendatory Contract, governing reclamation and irrigation matters;
- |                    |   |
|--------------------|---|
| Parties            | : The United States of America and the Kittitas Reclamation District  |
| Dated              | : January 20, 1949  |
| Recorded           | : May 25, 1949, in Volume 82 of Deeds, page 69  |
| Auditor's File No. | : 208267  |
| Affects            | : Said premises and other lands within the said irrigation district. Said contract governs construction, charges, protection of water rights, irrigation rights, obligations, responsibilities and all related matters. |

CONTINUED

## SCHEDULE B (Continued)

File No.: 0088362

6. Transmission Line Easement, and the terms and conditions thereof:

Grantee : United States of America  
Purpose : A perpetual easement and right to enter and erect, maintain, repair, rebuild, operate, and patrol one or more line(s) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles transmission structures, wires, cables, and appurtenances as are necessary thereto.  
Dated : August 23, 1963  
Recorded : September 6, 1963 in Volume 113, page 241  
Auditor's File No. : 307061  
Affects : Subject property and other land

Said instrument provides in part as follows: The United States of America may use existing roads over, on and across the above described property but will not construct new roads without the consent of the Grantor.

7. Decree filed April 27, 1911, in Superior Court of Kittitas County, No. 3535, pertaining to water rights.

8. Right of way of irrigation ditch designated "Orchard Ditch", appropriated by T.H. Barnhart by statement of water claim filed May 31, 1890, in the Office of the County Clerk.

9. Transmission Line Easement, and the terms and conditions thereof:

Grantee : United States of America  
Purpose : A perpetual easement and right to enter, and erect, maintain, or a repair, rebuild, operate, and patrol one or more line(s) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables, and appurtenances as are necessary thereto.  
Area affected : The East half of the Northwest quarter, and the Northwest quarter of the Northwest quarter of Section 8.  
Dated : October 10, 1963  
Recorded : February 13, 1964, in Book 114 of Deeds, page 464  
Auditor's File No. : 310540

10. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.  
(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

CONTINUED



## **SCHEDULE B (Continued)**

File No.: 0088362

(SPECIAL EXCEPTION NO. 10 CONTINUED)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph I in the general exceptions which are printed on Schedule B herein.  
The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies.

11. Certificate of Water Rights, recorded January 3, 1980, Auditor's File No. 438747.
12. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on November 25, 1992, in Volume 337, Page 884, under Kittitas County Auditor's File No. 554858.  
In favor of : Puget Sound Power and Light Company, a Washington corporation  
For : Underground electric system  
Affects : Subject property and other land
13. Notwithstanding Paragraph Four (4) of the insuring clauses of the policy or policies to be issued, the policy or policies will not insure against loss arising by reason of any lack of a right of access to and from the land.

**END OF SCHEDULE B**

## **SCHEDULE C**

File No.: 0088362

### **THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:**

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.

### **END OF REQUIREMENTS**

**NOTES:** The following matters will not be listed as Special Exceptions in Schedule B of the policy or policies to be issued. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy or policies to be issued:

1. Suggested abbreviated legal (for use when a standardized cover sheet is required for recording):  
The East Half of the Northwest Quarter of Section 8, Township 18 N, Range 20 E, W.M.
2. The following endorsements will be attached to the policy when issued: **NONE**  
  
No other endorsement will be issued unless requested of and agreed to in writing by the Company prior to closing.
3. In the event this transaction fails to close and this commitment is canceled, a minimum cancellation fee of \$53.85 will be charged to comply with the State Insurance Code and the filed schedule of this Company.

### **END OF NOTES**

### **END OF SCHEDULE C**

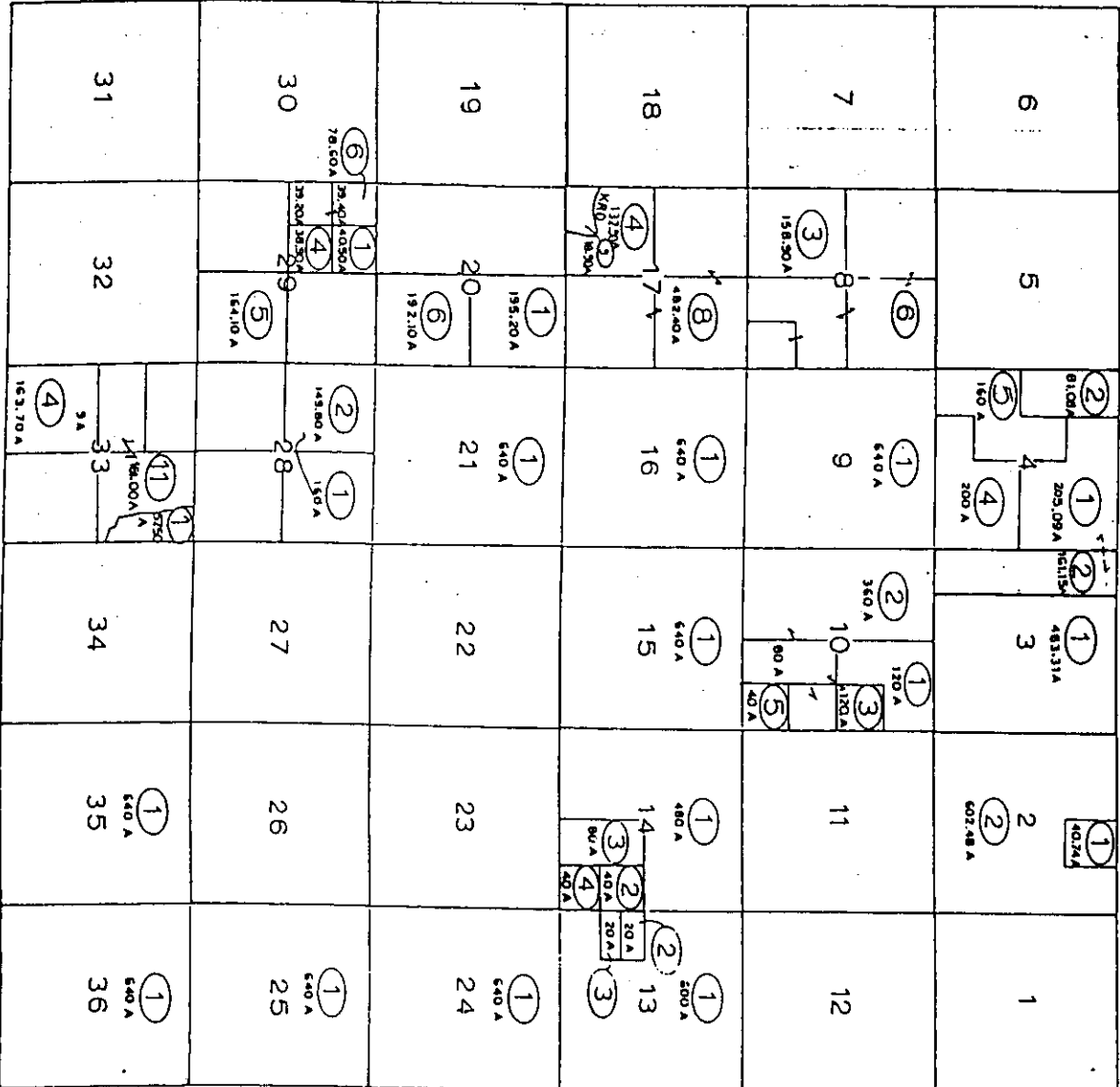
RO/bj

1cc: Bonneville Power Administration-TR-3  
Attn: Ellen Camp  
P.O. Box 3621  
Portland, OR 97208

2/22/00

SCALE: 1 INCH =

18.20 FEET



### Compliments of [Name]

This document is furnished for informational purposes only  
 to assist in property location with reference to streets  
 and other public. No representation is made as to accuracy  
 and the Company assumes no liability for any loss  
 occurring by reason of reliance thereon.

# Transamerica Title Insurance Co



A Service of  
Transamerica Corporation

Filed for Record at Request of

Name.....

Address.....

City and State.....



THIS SPACE PROVIDED FOR RECORDER'S USE

DATE EXCEED TAX

Amount 14.50

DATE 1-2-76

Amount 5.93

DATE 1-2-76

Amount 5.93

DATE 1-2-76

Amount 5.93

DATE 1-2-76

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Amount 5.93

DATE 1-2-76

44262

## Statutory Warranty Deed

THE GRANTOR JACK ROSENBERG, as his separate estate

for and in consideration of Ten (\$10.00) Dollars

in hand paid, conveys and warrants to J. WAYNE McMeans and CINDY L. McMEANS, husband  
and wife  
the following described real estate, situated in the County of Kittitas  
Washington: State of 8-18-20  
17-18-20

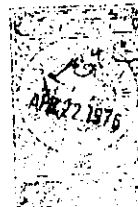
The East 1/2 and the Northwest 1/4 of Section 8; the East 1/2 and the Northwest 1/4 of Section 17; All in Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington, EXCEPT: All County Roads lying within the boundaries of the described lands.

TOGETHER WITH all water rights and irrigation ditches appurtenant thereto.

SUBJECT TO all restrictions, reservations, exceptions, easements, rights of way and possessory rights apparent, appearing of record or existing by prescription.

Filed for Record at 4:22 P.M.  
Date APR.22.1976

By *[Signature]*  
Marion Dumas, Kittitas County Auditor



Dated this 21<sup>st</sup> day of April, 1976

*[Signature]*

STATE OF WASHINGTON, }  
County of Kittitas } ss.

On this day personally appeared before me JACK ROSENBERG, as his separate estate, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21<sup>st</sup> day of April, 1976

*[Signature]*  
Notary Public in and for the State of Washington,  
residing at Ellensburg.

*[Handwritten signature]*

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Reclamation

Kittitas Division - Yakima Project  
Washington

Amendatory Contract Between THE UNITED STATES OF  
AMERICA and the KITTITAS RECLAMATION DISTRICT

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No.

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Adder's File # 108267

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Reclamation

Kittitas Division - Yakima Project  
Washington

Amendatory Contract Between THE UNITED STATES OF  
AMERICA and the KITTITAS RECLAMATION DISTRICT

1 THIS AMENDATORY CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_

2 1917 by and between THE UNITED STATES OF AMERICA (hereinafter

3 called the United States) acting through the Secretary of the Interior

4 and pursuant to the Federal Reclamation Laws, and the KITTITAS

5 RECLAMATION DISTRICT (hereinafter called the District), an irrigation

6 district organized and existing under and by virtue of the laws of

7 the State of Washington,

8 WITNESSETH, That:

9 2. WHEREAS, under the authority of the Federal Reclamation Laws

10 the United States is constructing the irrigation project in the State

11 of Washington known as the Yakima Project;

12 3. WHEREAS, the United States and the District, acting pursuant

13 to the Federal Reclamation Laws, entered into a water supply contract,

14 dated February 16, 1921, which contract has been supplemented and

15 amended, and the contract for the construction of the canal system

16 dated December 19, 1925, which contract has been supplemented and

17 amended;

18 4. WHEREAS, the District is obligated, among other things, to

19 repay to the United States that part of the expenditures made by the

20 United States in the construction of the project which are properly

allocated to the Kittitas Division in part over a 40-year period and in part under the provisions of the now repealed subsection F of section 4 of the act of December 5, 1924 (43 Stat. 701);

5. WHEREAS, the District, as the duly authorized representative of the water users involved, desires to enter into an amendatory contract to secure the benefits of the Reclamation Project Act of 1939 (53 Stat. 1157); and

6. WHEREAS, the Secretary has determined that in his judgment the provisions of this amendatory contract will provide fair and equitable treatment of the repayment problem of the water users of the Kittitas Division and will be in keeping with the general purposes of the Reclamation Project Act of 1939;

7. NOW, THEREFORE, in consideration of the mutual and independent stipulations and covenants herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

#### Definitions

7. The following terms, wherever used in this contract, shall have the following respective meanings:

"Secretary" shall mean the Secretary of the Interior or any authorized representative.

"Federal Reclamation Laws" shall mean the act of June 17, 1902 (32 Stat. 386) and all acts amendatory thereof or supplementary thereto, including without limitation by the amendment of the Reclamation Project Act of 1939 (53 Stat. 1157) and the act transferring the execution of this amendatory contract.

"Government-District contract" shall mean the water supply contract of February 16, 1921, as amended and supplemented by the contracts dated November 1, 1930, June 4, 1940, and January 10, 1945, and the contract for the construction of the canal system, dated December 13, 1925, as amended and supplemented by contracts dated July 5, 1927, July 26, 1927, September 7, 1928, July 6, 1937, June 6, 1939, and June 4, 1940.

"Project" shall mean the entire Yakima Project constructed and being constructed by the United States under the Federal Reclamation Laws.

"Irrigation system" shall mean all of the works of the project constructed by the United States and being used in whole or in part in connection with the lands of the Kittitas Division of the project.

"Reserved works" shall mean all of the storage reservoirs of the project, the diversion dam and canal headworks located in section 11, township 26 north, range 13 east, and all works appurtenant or incidental to any of the foregoing facilities.

"Transferred works" shall mean all of the irrigation works constructed by the United States in connection with the Kittitas Division of the project and that have heretofore or may hereafter be transferred to the District for operation and maintenance.

as it may be amended from time to time. The farm products or the relative weightings of products to be used under the provisions of (1) and (11) above for the foregoing calculations may be changed from time to time by the Secretary if a change is requested by the District's board of directors and if the Secretary finds that such a change is justified because the products currently being used in these calculations no longer are principal or important factors in the agricultural economy of the project contract unit. If the commodities or weightings thereof are changed as above permitted, or if amendments in the law result in changes in the procedure applied in determining parity prices, there shall be such correction in the adjustment factor (.92) as the Secretary determines to be necessary to result in a parity ratio of one (1.00) for the selected commodities, as weighted, during the base period 1939-1944, inclusive. If the parity prices, which are basic to the determination of adjusted parity ratio hereunder, cease to be determined officially by the Secretary of Agriculture at any time during the repayment period, the factor of adjusted parity ratio will no longer be applied in determining annual installments under this contract.

(c) Determination of annual and normal returns and the adjusted parity ratio by the Secretary for any calendar year will be made on

1 the basis of final figures as available as of the end of the  
2 however, on or before October 1 of any year will, on request of the  
3 District, provide it with an estimate of these factors for that year.  
4 In connection with such a request the District will provide the Secretary  
5 with a preliminary crop report for the year on or before  
6 September 15 or such other date as may be fixed by the Secretary.  
7 (d) Each calendar year during the term of this contract the  
8 Secretary shall determine the per cent of the normal returns for said  
9 year by which the annual returns for that year exceed or are less than  
10 the normal returns. For each one per cent ( $\frac{1}{100}$ ) or major fraction of  
11 one per cent ( $\frac{1}{100}$ ), there shall be an increase or decrease, respectively  
12 of two per cent ( $\frac{2}{100}$ ) in the installment for that year as determined under  
13 the provisions of article 11, and that sum shall be further increased  
14 decreased by multiplying it by the adjusted parity ratio determined  
15 under the provisions of (b) of this article; provided, that in no event  
16 shall the amount of the adjusted installment due for the year in question  
17 be less than fifteen per cent ( $\frac{15}{100}$ ) or more than one hundred fifty per  
18 cent ( $\frac{150}{100}$ ) of the base installment for that year as determined under  
19 the provisions of article 11. In no event, however, shall the last  
20 installment payable by the District under the provisions of article 11  
21 and of this article be in an amount greater than necessary to complete  
22 payment of the construction charge obligation under this contract.  
23 The Secretary shall not (f) the District of his determinations under  
24 (b) and (c) of this article on or before January 31 of the calendar  
25 year following that for which such determinations are made.



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... and twenty-six and nine tenths (2,826.9) acres of

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the 5 percent rate for the 1990-91 period. The 1990-91 period is the first time that the rate has been below 5 percent since 1975-76. The 1990-91 period is also the first time that the rate has been below 5 percent since 1975-76.

(b) Lands within the District but which are not classed as 1000

(c) while the maximum irrigable area above stated, as it may be

24 increased from time to time as herein provided, as the basis for 2015  
25 making annual installments to be paid hereunder by the District to 2016  
26 United States, the District may, for purposes of assessments and 2017  
27 or its own internal administration, make adjustments in the irrigable 2018  
28 area from time to time so long as the total irrigable area as deter- 2019  
29 mined by the District does not exceed the maximum irrigable area as 2020  
20 herein defined, but no water shall be furnished to lands not 2021  
22 by the Secretary as irrigable, except on a temporary basis not on 2022  
23 approved by the Secretary. The District when requested by the 2023  
24 Secretary, shall report as to what lands it classifies as irrigable, 2024  
25 but requests for such a report shall not be made oftener than once 2025  
26 every five (5) years. 2026

12. The District, during the time that any part of the irri-  
gation works of the project is being operated by the United States,  
shall pay to the United States in advance the District's share, as deter-  
mined by the Secretary, of the costs of operating and maintaining the  
reserved works. Operation and maintenance costs shall include the  
District's share of all items chargeable to the cost of delivery of  
water from storage reservoirs to the point of delivery, including all  
losses arising out of the carriage of water in the river channel.

(b) Payment shall be made for each calendar year on the basis of  
annual estimates by the Secretary. The notice of these annual esti-  
mates, hereinafter referred to as the operation and maintenance charge  
notice, shall contain a statement of the estimated cost of operation  
and maintenance of all reserved works to be incurred in the following  
calendar year and the amount of the District's share of these esti-  
mated costs. The operation and maintenance charge notice shall be fur-  
nished to the District on or before October 1 of the calendar year pre-  
ceding the one for which the notice is issued. The District shall pay  
the amount stated in the notice on or before the payment date fixed by  
the Secretary.

(c) Whenever in the opinion of the Secretary funds so advanced  
shall be inadequate to operate and maintain the reserved works, he may  
give a supplemental operation and maintenance charge notice, stating  
therein the amount of the District's share of the additional funds  
required, and the District shall advance that additional amount on or  
before the date specified in the supplemental notice. If funds

1 advanced by the District under this article shall be  
2 of the actual cost of operation and maintenance of the reserved works  
3 for the year for which advanced, the surplus shall be credited on the  
4 operation and maintenance charges to become due for succeeding years.

Transferred Works Care, Operation  
and Maintenance Thereof

5 15. (a) The United States reaffirms the transfer heretofore made  
6 to the District of the works constructed by the United States pursuant  
7 to the Government-District contract, exclusive of the reserved works,  
8 (b) The District reaffirms its acceptance of the transferred  
9 works. The District shall care for, operate and maintain the trans-  
10 ferred works in such manner that the transferred works will remain  
11 in good and efficient condition, and of equal capacity for the carry-  
12 ing and distribution of irrigation waters, as of the date of transfer to  
13 the District, and will use all proper methods to secure the economic  
14 and beneficial use of irrigation waters. The care, operation and  
15 maintenance of the transferred works by the District shall be without  
16 cost or expense to the United States.

Default: Resumption of Control of  
Transferred Works

17 16. (a) Should the District default in any manner in the per-  
18 formance of this contract and should it fail to correct the default with-  
19 in sixty (60) days after request in writing by the Secretary so to do,  
20 United States may take over the operation and maintenance of all or  
21 part of the transferred works. Such operation and maintenance by the  
22 United States shall continue until the Secretary determines that the

1 District is again capable of operating and maintaining all or any part  
2 of the transferred works then being operated and maintained by the  
3 United States, and that all or a part of those works should be retrans-  
4 ferred to the District. When such determination is made, written notice  
5 thereof, together with the effective date of the retransfer, shall be  
6 given to the District; and the District shall accept the operation and  
7 maintenance of the former of the transferred works thus retransferred  
8 on the effective date and shall thereafter operate and maintain those  
9 works in accordance with this contract.

10 (2) During any time any of the transferred works are operated and  
11 maintained by the United States, the cost of operation and maintenance  
12 shall be paid annually in advance by the District to the United States.  
13 Such payments shall be on the basis of annual estimates made by the  
14 Secretary. Such annual estimates shall contain a statement of the  
15 estimated cost of operation and maintenance of the transferred works to  
16 be incurred by the United States in the following calendar year. The  
17 source of estimates shall be furnished to the District on or before  
18 October 1 of the calendar year preceding the one for which the notice  
19 is issued. When the United States takes over initially the operation  
20 and maintenance of any part of the transferred works, the Secretary  
21 shall give the District immediately:

- 22 (1) A notice of the estimated amount of such charge
- 23 from the time the United States started operating and main-
- 24 taining the works to the end of that calendar year; and
- 25 (2) A notice to cover the following year when the
- 26 initial taking over occurs after October 1 of any year.

1 (c) The District shall pay the amounts set out in any such notice  
2 to be paid by the District on or before the date or dates fixed by the  
3 Secretary, and shall, without delay, levy whatever special assessments  
4 or toll charges are necessary to raise the funds for payment of such  
5 amounts.

6 (d) Whenever in the opinion of the Secretary funds so advanced will  
7 be inadequate to operate and maintain the works being operated by the  
8 United States, he may give a supplemental notice stating therein the  
9 amount of additional funds required, and the District shall advance that  
10 amount on or before the date specified in the supplemental notice. If  
11 funds advanced by the District under this article exceed the actual cost  
12 of operation and maintenance for such works for the year for which  
13 advanced, the surplus shall be credited on any amounts thereafter to  
14 become due from the District.

Title of Transferred Works in the  
United States

15 17. Title to the transferred works shall remain in the United  
16 States until otherwise provided by the Congress.

Keeping Transferred Works in Repair

17 18. (a) The District shall make promptly any and all repairs to  
18 and replacements of the transferred works or any part thereof which in  
19 the opinion of the Secretary are required for the proper care, opera-  
20 tion and maintenance of the transferred works. If at any time in the  
21 opinion of the Secretary any part of the transferred works is for any  
22 cause in a condition unfit for service, he may order the water turned  
23 cut until such part has been put into proper condition for service.

benefits accruing to the main canal area and  
to other lands in the district, as provided by the provi-  
sions of article 21.

Operation and Maintenance Charge Levies and Assessments

(a) The provisions of this article are made with the object,  
in view of encouraging the economical use of water and of distri-  
bution of operation and maintenance charges equitably among the lands  
in the district.

(b) The District shall levy a minimum annual operation and mainte-  
nance charge against each irrigable acre within the District, and pay-  
ment of such minimum annual charge shall, so far as practicable, be  
made for each acre of land in farm units of like productivity, except  
where a higher rate is required by the provisions of (c) of this article. The  
amount of water in acre-feet per acre which is to be delivered each  
year in payment of the minimum charge shall be determined by the  
District Board of Directors. For water to be delivered each year in  
payment of the minimum amount, the landowner or water user involved shall  
pay to the District an excess charge per acre-foot, the amount of the  
charge for each acre-foot of excess or fraction thereof to be not less  
than twenty-five per cent (25%) more than the average of the charge per  
acre-foot of water made available for the year under the annual minimum  
charge.

(c) The benefits accruing to lands in the main canal area by  
operation of the irrigation system having been found to be not to exceed  
seventy-five per cent (75%) of the benefits accruing to the other irri-  
gated lands in the District, the minimum annual operation and

*Maintenance charge to be assessed against lands in the main canal area*

2 shall not exceed seventy-five per cent (75%) of the minimum charge  
3 against other like irrigable lands in the District. Any change in this  
4 rate per acre shall be made by the District's board of directors only  
5 with the consent of the Secretary and only if required to reflect a  
6 determination made under law that the relative benefits to main canal  
7 area lands as compared with other irrigable lands in the District are  
8 not reflected by this rate.

Public Lands Subject to Assessment

9 23. Pursuant to the provisions of section 3 of the act of May 15,  
10 1922 (42 Stat. 541), all unentered public lands and entered lands for  
11 which no final certificate has been issued embracing any of the irri-  
12 gable lands within the District described on the attached exhibit "A" are  
13 hereby designated as subject to the provisions of the act of August 11,  
14 1916 (39 Stat. 506); provided, that unentered public land while in that  
15 status shall not be assessed by the District for any purpose.

Reserve Fund for Operation and Maintenance

16 24. (a) The District shall include in the annual operation and  
17 maintenance assessment or toll charge levied against the water users an  
18 annual amount per irrigable acre for the accumulation and maintenance  
19 of a reserve operation and maintenance fund. Accumulations shall be  
20 made in this fund until it equals one hundred seventy-five thousand  
21 dollars (\$175,000). Thereafter, such further annual amounts shall be  
22 levied whenever, as of the time the annual operation and maintenance  
23 assessment or toll charge against the water users is fixed by the

se of neglect or failure of the District to make repairs or  
sements hereunder, the United States may enter on the transferred  
or any part thereof for the purpose of making necessary repairs  
placements and may charge the cost thereof to the District.

(b) No substantial change in any of the transferred works shall  
be by the District without first obtaining the written consent of  
Secretary to such change.

Inspection of Transferred Works

(c) The Secretary may cause to be made from time to time a reason-  
inspection of the transferred works to ascertain whether the terms  
contract are being met by the District. Such inspection shall  
also examinations of the transferred works and of the books, records  
papers of the District, together with examinations of all pertinent  
as of the United States. The actual costs of such inspections shall  
be by the District.

Levies and Assessments by the District:  
General

20. (a) The District shall cause to be levied and collected all  
levy assessments and charges and will use all of the authority and  
rights of the District (including, without limitation by reason of  
consolidation, its taxing power, the power to create liens in con-  
nection with its taxing power, and the power to withhold delivery of  
water to meet the obligations of the District to make all payments to  
the United States under this contract in full on or before the day such  
the record due, and to meet its other obligations under this  
act.

1 (b) The District shall make each year a reasonable estimate of  
2 probable delinquencies in collections based on past experience, and  
3 shall levy assessments, tolls or other charges sufficiently large against  
4 the lands in the District to meet the requirements of the  
5 articles, notwithstanding any amendment or change which may be made  
6 the payment to the District of any District assessments, tolls or other  
7 charges.

8 (c) Should the District be in default at any time in the payment  
9 of construction charge obligation installments, the Secretary, by written  
10 notice to the District, may require that hereafter the District shall  
11 collect funds required to pay its obligations under this contract by the  
12 use of either or both of these methods: (1) exercising the option avail-  
13 able to it under the laws of the State of Washington by providing under  
14 suitable resolutions of its board of directors, that assessments for  
15 such purpose shall become due and payable to the District on or before  
16 December 31 of the year in which the levy is made; or (2) levying toll  
17 charges to provide for the collection from water users in advance of the  
18 delivery of water in each irrigation season.

19 (d) The District shall give the United States advance notice of  
20 the amount of any assessment, toll or other charge intended to be  
21 levied.

Construction Charge Obligation Assessments

22 21. The District, within the limit of its authority, to contract  
23 with respect thereto, shall make all assessments for the repayment of  
24 the construction charge obligation on a basis that takes account of the

1 District, the fund has been reduced below that amount. The annual  
2 amount per irrigable acre each year shall be equal to ten per cent  
3 (10%) of the average annual operation and maintenance assessment per  
4 acre, unless a lesser sum will suffice to replenish the fund.

5 (b) The fund shall be available only (1) to meet those costs of  
6 operation and maintenance which are in excess of the District's normal  
7 operation and maintenance costs and only after advance notice in  
8 writing has been given to the Secretary as to a proposed use, and (2)  
9 to meet other operation and maintenance costs when the use of the fund  
10 therefor is approved in advance by the Secretary.

11 (c) This fund shall be maintained by the District, apart from  
12 other District funds, in a depository meeting the requirements of the  
13 laws of the State of Washington as to deposit of irrigation district  
14 funds, or may be invested in United States bonds or in such other  
15 securities as are approved by the Secretary.

#### 16 All Benefits Conditioned Upon Payment

17 25. (a) Should the District fail to levy the assessments, tolls  
18 or other charges against any lands in the District required to be  
19 levied to meet the District's obligation to the United States under  
20 this contract, or, having levied, should the District be prevented from  
21 collecting such assessments, tolls or other charges by any judicial  
22 proceedings, or otherwise fail to collect them, no such lands shall  
23 be entitled to receive water from the project supply unless and until  
24 arrangements for its delivery satisfactory to the Secretary have been  
25 made.

1 (b) As to any such lands the District is hereby authorized, as a  
2 fiscal agent of the United States, to collect whatever charges may be  
3 required under the delivery arrangements made as provided in this arti-  
4 cle. Payment shall be required as a condition precedent to the delivery  
5 of water. Collections so made by the District shall be paid promptly to  
6 the United States in the manner directed by the Secretary.

7 (c) No action taken by the Secretary under the provisions of this  
8 article shall in any manner relieve the District of the obligations  
9 assumed by it under this contract.

#### 10 Penalty for Delinquency in Payment

11 26. Every installment or charge required to be paid to the United  
12 States under this contract, and which shall remain unpaid after it shall  
13 have become due and payable, shall bear interest at the rate of one-half  
14 of one per cent (1/2%) per month from the date of delinquency. The  
15 District shall impose on delinquencies in the payment of assessments,  
16 taxes, or other charges levied by the District to meet its obligations  
17 under this contract, such penalties as it is authorized to impose under  
18 the laws of the State of Washington.

#### 19 General Obligations of the District

20 27. The District's obligations hereunder are general repayment  
21 obligations under which the District as a whole is obligated to pay the  
22 United States the full amount herein agreed according to the terms  
23 stated. Notwithstanding the distribution of obligations among the  
24 main canal area lands and other lands in the District in accordance  
25 with provisions of articles 11 and 22, nothing in this contract shall

1 be deemed to relieve the District in any way of its general obligation  
2 to pay the United States the full amount owed to the United States  
3 hereunder, regardless of delinquencies in payments of assessments and  
4 charges by the landowners to the District.

Refusal to Deliver Water in Case of Default

5 28. (a) No water from the project water supply shall be delivered  
6 to or for the District if the District is in arrears in the advance pay-  
7 ment of operation and maintenance charges owed to the United States, if  
8 any, or more than twelve (12) months in arrears in the payment of any  
9 part of a construction charge obligation installment, or more than  
10 twelve (12) months in arrears in the payment of any other amounts owed  
11 to the United States under this contract. The District shall refuse to  
12 deliver water to lands or parties who are in arrears in the advance pay-  
13 ment of operation and maintenance charges due from such lands or parties  
14 to the United States or to the District, or to lands or parties who are  
15 in arrears for more than twelve (12) months in the payment of amounts  
16 due from such lands or parties to the United States or to the District  
17 for construction charge obligations or for any other amounts owed by  
18 the District to the United States under this contract. The provisions  
19 of this article are not exclusive and shall not in any manner prevent  
20 the United States from exercising any other remedy given by this con-  
21 tract or by law to enforce the collection of any payments due under  
22 the terms of this contract.

23 (b) The United States reserves the right and power, without  
24 notice to the District, to enter on the transferred works or any part  
25 thereof in possession of the District to shut off water being delivered

*in violation of the provisions of this article or article 33. In the*  
2 event the United States exercises this right and power neither the  
3 United States, its officers or employees shall be liable for any damage  
4 resulting directly or indirectly therefrom, and the District shall be  
5 the United States, its officers and employees harmless from any and a  
6 such claims of damage.

Storage and Delivery of Water by the United States

7 29. (a) The United States will impound and store water for the  
8 irrigation of the irrigable lands within the District, and, subject to  
9 the conditions of this contract, will deliver natural-flow and stored  
10 water from the project supply in amounts hereinafter specified at the  
11 headworks of the main canal located in section 11, township 20 north,  
12 range 13 east, Willamette meridian.

13 (b) The total quantity of water that will be delivered by the  
14 United States hereunder from both natural flow and storage is three  
15 hundred forty-two thousand (342,000) acre-feet, measured at the head-  
16 works, except as that quantity may be reduced as otherwise provided in  
17 this contract.

18 (c) The annual supply to be provided hereunder shall be furnished  
19 by months in not to exceed the quantities shown in the following  
20 schedule:

| Month     | Percentage of Available Annual Supply |
|-----------|---------------------------------------|
| April     | 2%                                    |
| May       | 17%                                   |
| June      | 21%                                   |
| July      | 22%                                   |
| August    | 20%                                   |
| September | 13%                                   |
| October   | 6%                                    |

1 within the limits above stated, the District shall give the United  
2 States, in advance of each irrigation season, not less than ten (10)  
3 days' notice of the desired rates of delivery, and during the season,  
4 not less than five (5) days' notice of such shorter notice as is approved  
5 by the project officer of any desired rate change. Nothing herein con-  
6 tained shall, however, prevent the United States from delivering on a  
7 different schedule at the request of the District if, in the opinion of  
8 the Secretary, a revision of the schedule is not in conflict with other  
9 vested water rights and the interests of the United States and the  
10 various water users having rights in the project supply will not be  
11 injured thereby.

Protection Among Contracting Parties

12 30. (a) The United States, to the extent permitted by law, will  
13 treat on an equal footing with respect to priority all authorized divi-  
14 sions of the project and all lands of irrigation districts, water users  
15 associations, corporations, and all water users with whom the United  
16 States has contracted or may hereafter contract under the Federal Recla-  
17 mation Laws, except to the extent that these provisions are modified by  
18 the decree of the United States District Court, dated January 31, 1915,  
19 entered in the case of Kittitas Reclamation District, et al., Plaintiffs  
20 v. Surrey Valley Irrigation District, et al., defendants (Civil  
21 Action No. 21, Eastern District of Washington, Southern Division). All  
22 water supply contracts hereafter made by the United States with respect  
23 to the project shall contain a similar declaration with regard to prior-  
24 ity, and the Secretary shall, under the terms of the Federal Reclamation  
25 Law, provide for the irrigation of no greater area of land in the

2 of ordinary runoff to supply authorized divisions and other contractors  
3 with the amounts of water fixed and stipulated by the Secretary. In  
4 case of shortage of water in a year of unusually low runoff, such as to  
5 make it impossible to supply fully all of the lands governed by similar  
6 provision provisions, each division and each contractor shall be  
7 entitled to a supply of water diminished pro rata, measured at the  
8 respective points of measurement, except as otherwise limited in this  
9 article; and it shall be the duty of the project officer, in operating  
10 the storage reservoirs constructed by the United States within the  
11 Yakima River watershed, to divide the water in accordance with the pro-  
12 visions of this article. The pro rata share herein provided for shall  
13 be determined by the ratio of the water supply available for all divi-  
14 sions of the project, and for all parties making contracts of tenor  
15 similar to this contract under the Federal Reclamation Laws involving  
16 waters of the Yakima River Basin, to the total water supply fixed and  
17 stipulated for said divisions and parties, after making appropriate  
18 deductions for whatever prior rights are required to be recognized.  
19 Delivery of such pro rata share shall be resolved by the District in  
20 full satisfaction of the quantity of water herein contracted for on  
21 behalf of the District for such irrigation season.  
22 (b) The provisions of this article and the preceding article 29  
23 are intended, by the restatement thereof, to carry forward and con-  
24 tinue in operation the District's rights in the project water supply  
25 as defined in the Government-District contract and as modified by  
26 the decree referred to in (a) above.



### Protection of Water Rights

31. In case a dispute arises as to the character, extent, priority or validity of the right of the United States or the District to use the water supply claimed for the District, the District shall promptly bring and diligently prosecute judicial proceedings for the determination of such dispute and shall take all other measures necessary toward the defense and protection of the water supply, either independently or in cooperation with the United States, when the Secretary, in his discretion, determines that such proceedings or other measures are desirable. Nothing in this section, however, shall be construed as precluding the United States, independently or in cooperation with the District, from taking such action as the Secretary deems necessary to protect the water supply.

### Installation and Maintenance of Measuring Devices

32. (a) The United States shall operate and maintain, as part of the reserved works, a gaging station in the main canal at or near the headworks.

(b) The District shall, at its own cost and expense, and in a manner satisfactory to the project officer, maintain all measuring and controlling devices and gages as have been constructed by the United States or by the District in connection with the transferred works. If the District at any time fails to do so, the United States may install, repair or maintain such devices at the expense of the District.

### Lands for Which Water is Furnished, Limitations on Acre

33. (a) The water delivered under the terms of this contract shall be used solely for distribution by the District to water users for irrigation and domestic uses incidental thereto.

(b) The District (and the United States while it is operating and maintaining the transferred works) will operate the irrigation system to the end of making available to each irrigable acre of land in the District, during each irrigation season, that quantity of water to which it is entitled.

(c) Pursuant to the provisions of the Federal Reclamation Laws, water made available hereunder shall not be delivered to more than one hundred sixty (160) irrigable acres in the ownership of any one person or other entity, except that if irrigable lands in excess thereof have been acquired by foreclosure or other process of law, by conveyance in satisfaction of mortgages, by inheritance or devise, water therefor may be furnished temporarily for a period not to exceed five (5) years from the effective date of such acquisition or such longer period as may be approved by the Secretary. In the case of an individual, other having stock in two or more corporations which have title to irrigable lands within the District, or owning irrigable land in his own name and having stock in a corporation or corporations which have irrigable lands within the District, the individual's proportionate stockholdings in such corporations shall be regarded as proportionate interests in the corporations' landholdings for the purposes of the application of the acreage limitation stated in this article. The

1 construction shall be so subordinate shall cease to operate when the  
2 construction charge obligation incurred to the United States has been  
3 paid in full. It shall cease also as to the land in any one owner-  
4 ship when the construction charge obligation hereunder allocable to  
5 such land has been fully paid to the United States.

Water, Seepage and Return-Flow Waters

6 34. (a) The United States does not abandon or relinquish any of  
7 the water, seepage or return-flow waters attributable to the irrigation  
8 of the lands to which water is supplied under this contract. All such  
9 waters are reserved and intended to be retained for the use and bene-  
10 fit of the United States as a source of supply for the project.

11 (b) If suitable drainage or return-flow water from any part of  
12 the project shall at any time be or become available at points where  
13 it can be used on lands within the District, the United States may  
14 supply such water as a part of the supply to which the lands in the  
15 District are entitled.

United States Not Liable for  
Water Shortage or Interruptions

16 35. No liability shall accrue against the United States or any  
17 of its officers, agents or employees for damage, direct or indirect,  
18 arising by reason of shortages in the quantity of water available  
19 through the irrigation system or interruptions in water deliveries to  
20 lands in the District resulting from drought, inaccuracy in distribu-  
21 tion, hostile diversion, prior or superior claims, accident to or  
22 failure of facilities of the irrigation system, whether or not  
23 attributable to negligence of officers, agents or employees of the

1 United States, or other causes of whatever kind. Nor shall the  
2 District's obligations to the United States under this contract be  
3 reduced by reason of such shortages or interruptions. In the event  
4 of such shortages or interruptions, the United States will, however,  
5 make every reasonable effort to remove promptly the cause thereof.

Crop Returns and Census

6 36. (a) The District shall keep an accurate record of all crops  
7 raised and agricultural or livestock products produced on lands within  
8 the District. The District shall furnish the United States each year  
9 reports covering such crops, agricultural and livestock products, one  
10 to be a preliminary report on or before October 1 (unless an earlier  
11 report has been supplied as provided in article 12), and the other a  
12 final report on or before December 31. The reports shall be in the  
13 form prescribed by the United States.

14 (b) At such times as the Secretary deems it necessary or  
15 desirable, he may cause, at the expense of the District, a crop census  
16 to be taken and an investigation of the per-acre income to be made on  
17 all or any part of the lands in the District, but such census and  
18 investigation shall not be taken oftener than once each calendar  
19 year. Such a census and investigation shall be for the purpose of  
20 checking the crop reports furnished to the United States by the  
21 District and of furnishing an independent source of information as  
22 to the agricultural income from the lands in the District. In con-  
23 nection with such a census or investigation, the Secretary may  
24 require information to be given under oath. In the event any water

user refuses to give such information when requested to do so by the Secretary's authorized representative, the representative may estimate the crop production and per-acre income of such water user. Estimates so made shall be given the same weight as though based on information furnished under oath by the water user in adjusting the annual sum to be paid by the District under this contract.

#### Books, Records and Reports

37. The District shall: (a) maintain a modern set of books of account, to be acceptable to the Secretary, showing all financial transactions of the District, and furnish such financial statements and reports as may be required from time to time by the Secretary; and (b) keep such other records as the Secretary may request and submit such reports based thereon as he may require from time to time.

#### Access to Books and Records

38. Subject to applicable Federal laws and regulations, the Secretary of the District or his representative, shall have full and free access at all reasonable times to the project's account books and official records of the Bureau of Reclamation relating to the construction, operation and maintenance of the project and the status of the accounts concerning the District's payments of construction, and operation and maintenance charges, with the right at any time during office hours to make copies thereof. Subject to applicable State laws and regulations, the proper representatives of the United States shall have similar rights in respect to the account books and records of the District.

#### Overhead Inspection and General Expenses to be Paid by the District

39. (a) On March 1 of each year from the effective date of this elementary contract until the District's construction charge obligation to the United States is repaid in full, the following costs for each calendar year, ending on the preceding December 31, shall be paid:

(1) A charge to cover that part of the expenses incurred by the United States in the operation of the office of the Chief Engineer, regional offices, field legal offices, and other detached offices of the Bureau of Reclamation, which, in the opinion of the Secretary, are properly and equitably chargeable to the District.

(2) Cost of all installations, repairs, or maintenance by the United States of measuring and controlling devices and gages under the provisions of article 32.

(3) The cost of all inspections under the provisions of article 19.

(4) Cost of repairs to the transferred works made by the United States under the provisions of article 16.

(5) Cost of all crop censuses and investigations under the provisions of article 36.

(6) The District's share of such other direct costs for such work performed for the benefit of the District or the project by the United States at the direction of the Secretary and which in the opinion of the Secretary are for the use and benefit of the District.

10. The first payment under this article shall be due and payable on March 1, 1950, and shall cover the calendar year ending December 31, 1949, but the determinations of costs hereunder shall not include items of cost that have accrued and for which the District has made other arrangements for payment or satisfaction.

(c) If, for want of appropriations, there are no funds available which to do the work for which the District agrees to pay as herein provided, the District will pay to the United States in advance the estimated costs of such work as determined by the Secretary. In no event such costs are less than the funds advanced, appropriate credit shall be given against installments thereafter coming due under this contract, as the Secretary determines to be proper.

#### Continuation of Costs

11. The costs which make up the various obligations to be paid by the District to the United States under this contract shall embrace all expenditures of whatsoever kind in relation to the function for which the charge is made, including, but without limitation by reason of this enumeration, cost of surveys and investigations, labor, property, material and equipment, engineering, legal, superintendence, administration, overhead, General expenses, inspection, special services, and damage claims of all kinds whether or not involving the negligence of officers, agents or employees of the United States, but shall be exclusive of amounts which the law does not require to be repaid and which the Secretary determines as a matter of policy are not to be treated as reimbursable. The Secretary's determination as

2 amount thereof, and the classification of those charges for repayment purposes shall be conclusive.

#### Performance of Work with Contributed Funds

4. (a) Pursuant to the act of March 4, 1921 (41 Stat. 1367, 1404), the United States, at its option, may perform with funds contributed by the District any construction or maintenance work within the authority of the District but which is not otherwise provided for by this contract. If the United States determines that it will undertake any such work, funds therefor shall be advanced by the District as directed by the Secretary. The advance shall be accompanied by a certified copy of a resolution of the District's board of directors describing the work to be done and authorizing its performance by the United States with the District's funds.

(b) After completion of any work so undertaken, the United States shall furnish the District with a statement of the cost of the work done. Any unexpended balance of the funds advanced will be refunded to the District or applied as otherwise directed by the District; and the amount by which the cost of such work exceeds the amount of funds advanced therefor shall be paid by the District to the United States as the Secretary may direct.

#### Rights of Way

42. (a) The United States, so far as is practicable, will, out charge, use for works that may be built under this contract rights of way reserved under the act of August 30, 1890 (26 Stat. 391) or that may be available under the provisions of section 7412 of

1. Washington Revised Statutes of Washington, but the District shall, at  
2. the request of the United States, secure releases to the United States  
3. and the District as to all damages that may arise in connection with  
4. the exercise of these rights of way.

5. (b) The District shall, if and when requested by the Secretary,  
6. acquire and convey to the United States all lands or interests in lands  
7. required for the construction and operation and maintenance of any  
8. works that may be built under this contract.

#### District to Employ Manager

9. 13. Until the construction charge obligation under this contract  
10. has been paid in full, the District shall employ as manager or superin-  
11. tendent a competent irrigation engineer or other person who has had at  
12. least three years' experience as a manager or superintendent in the  
13. operation of works similar to the transferred works, the employment to  
14. be subject to the approval of the Secretary. Upon notice by the Secre-  
15. tary that any manager or superintendent employed by the District is  
16. unsatisfactory in that capacity, the District will promptly terminate  
17. the employment of such person and will employ one that is satisfactory.

#### Termination of Recordable Contracts

18. 14. (a) The termination date of the provisions of article 24  
19. of the contract of December 19, 1925, as amended, and of the recorda-  
20. ble contracts entered into thereafter between landowners and the  
21. District shall be deemed to be December 31, 1948, notwithstanding the  
22. fact that the effective date of this contract is later. All payments  
23. made or to be made due to the District under the provisions of that

1. article on or before that date shall be retained or collected and  
2. applied as therein provided.

3. (b) After the effective date of this contract, the Secretary  
4. announce, by an appropriate recordable document, this termination  
5. will take appropriate steps, by offering for filing with the County  
6. Auditor of Kittitas County, Washington, and otherwise, to establish  
7. public record the fact of termination.

#### Confirmation of Contract

8. 15. The execution of this contract shall be authorized or rat-  
9. fied by the qualified electors of the District at an election held  
10. for that purpose. The District, after the election and upon the execut-  
11. ion of this contract, shall promptly secure a final decree of the prop-  
12. erty court of the State of Washington approving and confirming this con-  
13. tract and decreeing and adjudging it to be a lawful, valid and binding ob-  
14. ligation of the District, and shall, in connection therewith, see-  
15. ure a decree confirming the basis of the apportionment of benefits here-  
16. tofore provided as lawful and valid and in conformity with the provisions  
17. of the laws of the State of Washington. The District shall furnish to  
18. the United States certified copies of such decrees and of all pertinent  
19. supporting records.

#### Changes in District Organization

20. 16. While this contract is in effect, no changes shall be made  
21. in the District, either by inclusion or exclusion of lands, by partial  
22. consolidation or merger with another district, by proceedings  
23. to dissolve or otherwise, except with the consent of the Secretary  
24. evidenced in writing.

Rules and Regulations

147. The Secretary reserves the right, as far as the purport thereof may be consistent with the provisions of this contract, to make rules and regulations, and to add to and modify them, as may be deemed proper and necessary to carry out the true intent and meaning of the law and of this contract, and to cover any details of the administration or interpretation of the same which are not covered by express provisions of the contract. The District shall observe such rules and regulations.

Secretary Arbitrator of Disputes  
Involving Questions of Fact

48. In the event of disputes between the parties hereto arising out of this contract involving questions of fact, and, so far as the provisions hereof require a determination of fact to be made, the Secretary is hereby designated as the arbitrator of such questions and as the one required to make such determination of facts and his decision thereon shall be conclusive as against the parties hereto.

Representative of the Secretary

49. Where this contract uses the term "Secretary", this shall be deemed to include in all cases the Under Secretary or any Assistant Secretary or other officer of the Department of the Interior of equal authority. Where this contract authorizes action by the Secretary, such action may also be taken for or on behalf of the Secretary by any representative duly authorized therefor in writing.

Notices

50. Any notice, demand or request required or authorized by this contract shall be deemed properly given, except where otherwise herein

specifically provided, if mailed, postage prepaid, to the Project Superintendent (the present "project officer"), Bureau of Reclamation, Yakima, Washington, on behalf of the United States, and to the Secretary, Kittitas Reclamation District, Ellensburg, Washington, on behalf of the District. The designation of the person to be notified or address of such person may be changed at any time by similar notice.

Discrimination Against Employees or Applicants  
for Employment Prohibited

51. The District shall not discriminate against any employee applicant for employment because of race, creed, color or national origin, and shall require an identical provision to be included in contracts relating to the performance of this contract. This provision, however, does not refer to, extend to, or cover the activities of District which are not related to or involved in the performance of this contract.

Contingent on Appropriations or Allotment of Funds

52. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by the Congress or the allotment of Federal funds, be contingent on such appropriations or allotments being made. The failure of the Congress to appropriate funds, or the failure of an allotment of funds, shall not, however, relieve the District from obligations theretofore accrued under this contract, nor give the District the right to terminate this contract as to any of its existing features. No liability shall accrue against the United States cause such funds are not so appropriated or allotted.

Assignments Prohibited;  
Successors and Assigns Obligated

53. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract, or any part thereof, or interest therein, shall be valid until approved by the Secretary.

Officials Not to Benefit

54. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any bona-fide that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

Effective Date of Contract

55. The effective date of this contract shall be the date of its execution in behalf of the United States, after approval by the Congress in accordance with section 7 of the Reclamation Project Act of 1939.

IN WITNESS WHEREOF, the parties hereto have signed their names this day and year first above written.

THE UNITED STATES OF AMERICA

By Assistant Secretary of the Interior

KITTITAS RECLAMATION DISTRICT

By John M. McCann  
President of its  
Board of Directors

STATE OF WASHINGTON )  
COUNTY OF KITTITAS ) ss.

On this 70th day of January, 1919

before me personally appeared

and G. L. STELLING

to be known to

be, respectively, the President and Secretary of the Board of Directors of the Kittitas Reclamation District, the corporation that executed the within and foregoing instrument. They acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute said instrument and that the seal affixed is the seal of said corporation.

In Witness Whereof I set my hand and affix my official seal the day and year first above written.



Notary Public in and for the  
State of Washington  
Residing at Ellensburg, Washington  
My Commission Expires 1920

DISTRICT OF COLUMBIA

ss.

On this 12th day of May 1949

before me personally appeared William E. Harne

to be known to be the official of the United States of America

described in the foregoing instrument. He acknowledged that he

executed the said instrument in the capacity therein stated as the

free and voluntary act and deed of the United States for the uses

and purposes therein mentioned; and on oath stated that he was

authorized to execute said instrument.

In Witness Whereof I set my hand and affix my official

seal the day and year first above written.

*Harne*  
Notary Public in and for the  
District of Columbia

My Commission Expires May 25, 1952

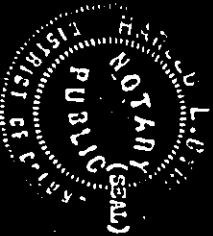


Exhibit A  
of  
Contract of January 20, 1949  
between  
THE UNITED STATES OF AMERICA  
and the  
KITITAS RECLAMATION DISTRICT

Unentered public land within the Kittitas Reclamation District:

T. 18 N., R. 18 E., Willamette meridian

Sec. 2 - SW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub> (Farm Unit A)

Entered public lands within the Kittitas Reclamation District but

for which final certificates have not yet been issued:

T. 18 N., R. 18 E., Willamette meridian

Sec. 6 - lot 10 (Farm Unit C)

T. 17 N., R. 20 E., Willamette meridian

Sec. 28 - S<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub> (Farm Unit C)



STATEMENT AND CERTIFICATE  
OF AWARD

No. 115-1532  
(Contract)  
Date January 20, 1949

Department of the Interior Bureau of Reclamation Washington, D. C.  
(Department or establishment) (Bureau or office) (Location)

METHOD OF OR ABSENCE OF ADVERTISING  
(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. (a) After advertising by circular letters sent to \_\_\_\_\_ dealers.  
(b) And by notices posted in public places.  
(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (i)" or "2 (a) (ii)" depending on whether or not notices were posted.)
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with P. L. 56, 81st Congress, 1st Session.
5. Without advertising, it being impracticable to secure competition because of \_\_\_\_\_

(Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

- A. To lowest bidder as to price (Expenditures).
- B. To other than the lowest bidder as to price (Expenditures).
- C. To highest bidder as to price (Receipts).
- D. To other than the highest bidder as to price (Receipts).

CERTIFICATE

I certify that the foregoing statement is true and correct; that the agreement was made in consequence of No. 4 of the method of or absence of advertising and in accordance with award of contract lettered \_\_\_\_\_ as shown above; that the total number of bids received is \_\_\_\_\_ and that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

Contract with Kittitas Reclamation District, Yekima Project

Filed for Record  
By R. E. D.

Date 5-25-41 at 2:30 P.M.

R. E. D. County Auditor

William E. Lamm

Assistant Secretary of the Interior  
(Title)

(Signature of contracting officer)  
NOTE.—This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer). U. S. GOVERNMENT PRINTING OFFICE: 1939-O-10-1908

SPA-481  
Rev. 5-15-57  
P/OOT

307061

Tract No. V-MV-34

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, MARK A. SMYTH AND THERESA M. SMYTH,  
husband and wife,

Filed for Record  
Date 9-6-63 4:46 P.M.

By KCTC  
Marion Carter, Kittitas County Auditor

for and in consideration of the sum of NINE HUNDRED FIFTY  
Dollars (\$ 950.00 ),

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants,  
bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right  
to enter and erect, maintain, repair, rebuild, operate, and patrol one or more line(s) of electric power transmission  
structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires,  
cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described parcel of  
land in the County of Kittitas, in the State of Washington, to-wit:

That portion of the E½NE¼ of Section 17 and the SE¼SE¼, the NE¼SW¼SE¼,  
the SW¼SW¼NE¼SE¼, the NW¼SE¼ and the SW¼SW¼NE¼ of Section 8, Township 18  
North, Range 20 East, Willamette Meridian, Kittitas County, Washington, which  
lies within a strip of land 275 feet in width, the boundaries of said strip  
lying 75 feet distant northeasterly from and 200 feet distant southwesterly  
from and parallel with the survey line for the Vantage-Maple Valley No. 1  
transmission line as now located and staked on the ground over, across, upon  
and/or adjacent to the above-described property, said survey line being  
particularly described as follows:

Beginning at survey station 1440 + 00.0, a point in the NW¼NW¼ of  
Section 16, said Township and Range, said point being N. 3° 24' 50" E. a  
distance of 2245.4 feet and S. 38° 55' 10" E. a distance of 429.0 feet from  
the quarter section corner in the east line of said Section 17; thence N.  
38° 55' 10" W. a distance of 6000.0 feet to survey station 1500 + 00.0, a  
point in the SE¼NW¼ of said Section 8, said point being S. 0° 35' 20" E. a  
distance of 2265.5 feet and N. 38° 55' 10" W. a distance of 1094.2 feet  
from the quarter section corner in the north line of said Section 8.

The UNITED STATES OF AMERICA may use existing roads over, on and across the  
above-described property but will not construct new roads without the consent of the  
Grantor. The UNITED STATES OF AMERICA will keep gates in boundary fences locked at  
all times when not in use;



REAL ESTATE EXCISE TAX  
9-6-63 EXEMPT *Zone*  
KITTITAS COUNTY TREASURER  
BY *E. Eichel*

SEP. 12 1963

9-6-63

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together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on May 10, 1963 shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 23<sup>rd</sup> day of August, 1963

Mark A. Smyth  
Mark A. Smyth  
Theresa M. Smyth  
Theresa M. Smyth

STATE OF Washington  
COUNTY OF Fittler ss:

On the 23rd day of August, 1963 personally came before me, a notary public in and for said County and State, the within-named MARK A. SMYTH AND THERESA M. SMYTH, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



J. Jochim  
Notary Public in and for the  
State of Washington  
Residing at Vancouver  
My commission expires: 5/2/1965

STATE OF )  
COUNTY OF ) ss:

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_, records of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_ Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 3621  
PORTLAND, OREGON 97208

SEP. 12 1963 8-7-63

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON,  
IN AND FOR KITTITAS COUNTY.

MARY A. CLEFF,

Plaintiff,

NO. 3838.

-vs-

ROBERT I. SCAMMON, et al.,

Defendants and Interveners.

D E C R E E.

This cause came on regularly for hearing this 25<sup>th</sup> day of April, 1911, for the purpose of making and entering a decree herein upon the findings of fact and conclusions of law made by the Court herein, the parties appearing by their counsel in this action, and the Court having considered the findings and conclusions aforesaid, and having found and determined that a decree should be entered in accordance with said findings and conclusions, and being fully advised as to the law and in the premises, it is now

ORDERED, ADJUDGED and DECREED as follows:

I.

That by the term "inch of water," "an inch of water under a four-inch pressure," or "an inch of water under a four-inch pressure, measured according to the custom of miners," is and shall be meant an amount of water which shall continuously and constantly flow through an orifice one inch square in a box, maintained at a level, into which a sufficient quantity of water is let to keep the surface thereof four inches above the center of such orifice, the bottom of such orifice being two inches above the bottom of such box.

II.

That the parties to this action shall measure all amounts herein allowed at the points of diversion from the stream, and shall put in and maintain at the point or points where they divert

(7)

the waters into their ditches a substantial measuring box, sufficient to measure the water allowed them by this decree, and each and every party is hereby forbidden and enjoined from diverting any water from said stream except through such a good and sufficient box.

### III.

That there shall flow down the east channel of Caribou Creek sufficient water to furnish the plaintiff at the head of her irrigating ditches the amounts herein awarded her, and to which she may be entitled in the rank of the classification hereinafter made, and to that end she is and shall be allowed to maintain dams, boxes and ~~other~~ <sup>flowing</sup> measuring devices for the purpose of regulating and ~~flowing~~ said amount into and down the said east channel, and shall have the right and privilege of ingress and egress ~~to~~ up and along said stream for the purpose of so regulating and controlling the flow of water into and down the said east channel. That each of the following named parties to this action, their grantees, and successors, be and they are hereby adjudged and decreed to have the right to the following quantities of the waters of said Caribou Creek to the exclusion of all succeeding classes and subject to the rights of all preceding classes, to-wit:

Class 1. Mary A. Clerf eighty inches; Sophia Walker twenty-five inches; Jerry W. Vanderbilt twenty-six inches; Henrietta Vanderbilt forty inches; and Catherine Morrison fourteen inches.

Class 2. Mary A. Clerf fifty-two and one-half inches; Maria Wheeler eighty inches; and the defendants Ione Grinrod, Roy Grinrod, George E. Grinrod and E. G. Grinrod ten inches.

Class 3. C. J. Houser and Lizzie Houser twenty inches; A. J. Pailles and Carrie J. Bailes, his wife, twenty inches, ~~and~~  
~~Spring Mountain Creek.~~

Class 4. Mary A. Clerf eighty inches.

Class 5. Catherine Morrison ten inches; Charles W. Morrison, as administrator; Abe Morrison, Thomas Morrison, Grant

Morrison, Anna M. Morrison, John T. Robertson, John Faust and  
\_\_\_\_\_ Faust, his wife, ten inches.

IV.

That the rights of the parties in each of the above classes shall be simultaneous and co-equal with each other, and if at any time the waters in such stream shall be insufficient to furnish all the parties in a certain class with the quantity awarded by this decree, then such waters shall be divided among such class pro rata according to the respective amounts awarded each hereby. And said parties, their agents, servants, tenants, successors, grantees, or assigns, are hereby restrained and forever enjoined from interfering with the rights of each other in the same class, and all parties in succeeding classes are restrained and forever enjoined from interfering with taking, using or diverting any of the waters of such stream, its tributaries or branches, until the parties, their grantees and successors, in preceding classes shall have received all the waters awarded them by this decree, and from in any way hindering or interfering with such parties, their grantees or successors, in the use and enjoyment of the waters hereby awarded and decreed to them.

V

That the title and titles of the parties mentioned in the above classes be, and the same are hereby quieted to the extent of the rights hereby accorded and awarded them, and each of them.

And the defendants Robert I. Scammon and Sarah J. Scammon, his wife, H. D. Cornwall and \_\_\_\_\_ Cornwall, his wife, Isaiah Prigmore and F. F. Prigmore, his wife, and William Hayes, and the interveners, Frances M. Upton and R. A. Upton, Moses Peffers, William Craig and Victoria Craig, his wife, and Charles M. Smith and \_\_\_\_\_ Smith, his wife, their, and each of their, servants, agents, tenants,  
or  
successors, grantees, assigns, are hereby restrained and forever enjoined from diverting any of the waters of said Caribou Creek, or from in any manner interfering with the flow of waters therein

except during the flood stages of water in said stream, and when there is more than sufficient water to supply the allowances to the parties mentioned in said classes. And that the parties mentioned in the above classes, and each of them, be and are hereby restrained and forever enjoined from diverting from said stream any other further, or additional amounts of water than the amounts, or amount, allowed in such classification.

VI

It is further ordered, adjudged and decreed that plaintiff have and recover of and from the defendants Robert I. Scammon and Sarah J. Scammon, his wife, Isaiah Prigmore and F.F. Prigmore, his wife, and William Hayes, and each of them, the costs of this action incurred and disbursed by her and her predecessor plaintiff, John P. Clerf, such costs to be taxed, and that execution issue therefor. *Defendants and Salomon except. Expenses allowed.*

By the Court:

*Raenka Kautman*  
JUDGE.



199160123CC17

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter, Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

land, that the said defendants be allowed to use said waters at  
said time and when such conditions exist"  
after the word "classes" in the third line of the last paragraph  
of said decree.

Dated May 29, 1911.

*Rose H. Kausman*  
Judge.

Abstract No. ....

*Return to file*

T. H. Barnhart,

-to-

The Public/

Statement of Water Claim.

Dated-----

Filed May 31, 1890 in the  
Office of the County Clerk.

State of Washington

ss

County of Kittitas

T. H. Barnhart, being first duly sworn according to law on oath says: In May or June, 1887, R. B. Gage, and myself constructed a ditch from Cooke Creek for the purpose of irrigating our respective ranches, to-wit: the

NW $\frac{1}{4}$  of Sec. 8 T. 18 N. R. 20 E. and also a tract claimed as a Timber Culture claim in Sec. 6, adjoining the same, all claimed by said R. B. Gage, and the E $\frac{1}{2}$  NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$  of Sec. 6 Twp. 18 N. R20E. claimed by myself.

The head of the ditch is located about 150 yards south of the north line of my lands, and runs a little east of South, for a distance of about 150 yards, at which point the ditch divides one running on to the claim of said Gage and the other carrying the water over my claim.

The main ditch is 13 inches deep and 20 inches wide and has a grade of about one inch to the rod.

Said Gage and myself are joint owners of the ditch and the water appropriated through it, having equal interests in the same.

I hereby designate this ditch by the name of the "Orchard Ditch".

T. H. Barnhart.

Subscribed and sworn to before me this 26th. day of May, 1890.

John Davis, Judge Probate Court.

(PROBATE COURT SEAL).

8

Tract No. **V-HV-35**

**TRANSMISSION LINE EASEMENT**

**310540**

27470

The GRANTOR, herein so styled whether one or more, **ELVIN McKENZIE and ANNE I. McKENZIE,**  
husband and wife,

Filed for Record  
Date **FEB 13 1964** **4:54** **A.M.**  
P.M.

By **KCTC**  
Marion Darter, Kittitas County Auditor

for and in consideration of the sum of **THREE HUNDRED EIGHTY-FIVE** -----  
----- Dollars (**\$ 385.00**).

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants,  
bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right  
to enter and erect, maintain, repair, rebuild, operate, and patrol **one or more** line(s) of electric power transmission  
structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires,  
cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described parcel of  
land in the County of **Kittitas**, in the State of **Washington**, to-wit:



A strip of land 275 feet in width, over and across the **E<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>** and  
the **NW<sup>1</sup>/<sub>4</sub>** of Section 8, Township 18 North, Range 20 East, of the Willamette  
Meridian, in Kittitas County, Washington. The boundaries of said strip are  
75 feet distant northerly from, 200 feet distant southerly from, and parallel  
with the survey line for the Vantage-Maple Valley No. 1 transmission line as  
now located and staked on the ground, over, across, upon, or adjacent to the  
above-described property. Said survey line is particularly described as:

Beginning at a point in the east line of Section 17, said Township and  
Range, N. 3°24'50" E. 2245.4 feet from the quarter section corner in said  
east line, which point is designated as survey station 1444+29.0; thence  
N. 38°55'10" W. 4476.8 feet to a point in the north-south quarter section  
line of Section 8, said Township and Range, S. 0°35'20" E. 2265.5 feet from  
the quarter section corner in the north line of said section, which point  
is designated as survey station 1489+05.8; thence N. 38°55'10" W. 2894.6  
feet to a point in the north line of said Section 8, N. 89°34'40" E. 890.0  
feet from the northwest corner of said Section 8, which point is designated  
as survey station 1518+00.4; thence N. 38°55'10" W. 444.6 feet to survey  
station 1522+45.0; thence N. 57°22'10" W. 738.0 feet to a point in the west  
line of Section 5, said Township and Range, N. 0°49'30" W. 750.6 feet from  
the southwest corner of said Section 5, which point is designated as survey  
station 1529+83.0.

We, **J. L. CHARLTON AND CLARA C. CHARLTON**, husband and wife, Lessees under an  
unrecorded lease, for a valuable consideration from the aforementioned Grantor,  
hereby acknowledged, join in this instrument for the sole and specific purpose of  
subordinating any and all interest we may have in said premises to the easement herein  
granted to the UNITED STATES OF AMERICA, and are not entering into or becoming parties  
in any degree or manner to the warranty contained herein.

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together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on **June 20, 1963** shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 10th day of October, 1963

Elaine McKensie

Elvin McKensie

Anne I. McKensie

Anne I. McKensie

J. L. Charlton

J. L. Charlton

Clara C. Charlton

Clara C. Charlton

GUG 04 2074

392\*00

NEW YORK

RECEIVED

RECEIVED

RECEIVED

RECEIVED

STATE OF  
COUNTY OF

*Washington*  
*Benton*

On the *10th* day of *October*, 19*63*, personally came before me, a notary public in and for said County and State, the within-named *ELVIN MCKENZIE and ANNE I. MCKENZIE*, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



*J. Jochim*  
Notary Public in and for the  
State of *Washington*  
Residing at *Vancouver*

My commission expires:

*5/3/1965*

STATE OF  
COUNTY OF

*Washington*  
*Franklin*

On the *12th* day of *January*, 19*64*, personally came before me, a notary public in and for said County and State, the within-named *J. L. CHARLTON AND CLARA C. CHARLTON*, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



*J. Jochim*  
Notary Public in and for the  
State of *Washington*  
Residing at *Vancouver*

My commission expires: *5/3/1965*

STATE OF  
COUNTY OF

)  
) ss:  
)

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_, records of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_ Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. *3621*  
PORTLAND 8, OREGON

*only* 8-20-63  
FEB 20 1964

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ORIGINAL

**POWER** For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged,

("Grantor" herein), grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth a perpetual easement under, across and over the following described real property (the "Property" herein) Kittitas County, Washington.

Act: Same.

FILED REQUEST OF:

1992 NOV 25 AM 11: 40

[illegible]

Easement No. 2: The South 900 feet of the West 50 feet of the above described Section 8.

Easement to ~~be~~ <sup>follow the</sup> existing system location.

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace and ~~enlarge~~ an underground electric transmission and/or distribution system ~~under and~~ under the Right-of-Way together with all necessary or convenient appurtenances (hereof, which may include but are not limited to the following: underground conduits, cables, communication lines; vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. ~~Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require.~~

2. Access. Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access. **No roads to be constructed.**

3. **Obstructions; Landscaping.** Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities, Grantor may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore. *IF land disturbed is in a crop, grantee shall compensate grantor for the full value of said crop.*

4. **Grantor's Use of Right-of-Way.** Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or unearth Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way.

5. **Indemnity.** By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.

6. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way ~~for~~ <sup>period of five consecutive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantee.</sup> ~~provided that no abandonment shall be deemed to have occurred by reason of Grantee's failure to timely install its facilities on the Right-of-Way within any period of time from the date hereof.~~

**7. Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

337 PAGE 884

12

DATED this 16 day of NOVEMBER, 19 92

GRANTOR

BY: J. Wayne McMeans  
J. WAYNE MCMEANS

BY: Cindy L. McMeans  
CINDY L. MCMEANS



STATE OF WASHINGTON )  
SS  
COUNTY OF )

On this day personally appeared before me J. WAYNE and CINDY L. MCMEANS  
to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that  
they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16 day of NOVEMBER, 19 92

Estelle Johnson  
Notary Public in and for the State of Washington,  
residing at Spokane, WA 99206  
My Commission Expires 8-96

STATE OF WASHINGTON )  
SS  
COUNTY OF )

On this day personally appeared before me \_\_\_\_\_  
to me known to be the individual \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged that  
\_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON )  
SS  
COUNTY OF )

On this day personally appeared before me \_\_\_\_\_  
to me known to be the individual \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged that  
\_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON )  
SS  
COUNTY OF )

CORPORATE ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, the undersigned, personally appeared  
\_\_\_\_\_ and \_\_\_\_\_  
to me known to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of  
\_\_\_\_\_ the corporation that executed the foregoing instrument,  
and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein  
mentioned, and on oath stated that \_\_\_\_\_ authorized to execute the said instrument and that the  
seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



Bonneville Power Administration

**ENDORSEMENT NO. 1 (02/01/02)**

Attached to File No. 0088587

(Ref: 29708)

Issued by  
**CHICAGO TITLE INSURANCE COMPANY**

This endorsement is made a part of said Commitment including any prior endorsements, and is subject to the schedules, terms, provisions and the conditions and stipulations therein, except as modified by the provisions hereof:

1. Schedule A of the above Commitment is hereby amended in the following particulars:

(a) The effective date of the Commitment including extension is:

**January 11, 2002 @ 8:00 AM**

2. Schedule B of the above Commitment including any prior endorsement is hereby amended in the following particulars:

(a) The special exceptions at the following numbered paragraphs of Schedule B are hereby deleted:

**Paragraph Nos. 7, 9 and 10 are hereby deleted**

(b) The special exceptions at the following numbered paragraphs are hereby amended on Schedule B:

1. General taxes and assessments for 2002, payable after February 15, 2002, which become delinquent after April 30, 2002, if first half not paid.

|           | <u>Full year</u>           | <u>First 1/2</u> | <u>Second 1/2</u> |
|-----------|----------------------------|------------------|-------------------|
| Amount :  | \$ 2,242.02                | \$ 1,121.01      | \$ 1,121.01       |
| Tax No. : | 18-20-17000-0008 (R795034) |                  |                   |

**CHICAGO TITLE INSURANCE COMPANY**

By:

*John Rau*  
 President

By:

*Thomas J. Adams*  
 Secretary



*Maureen Wyatt*  
 Authorized Signatory

*Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.*

COMMITMENT FOR TITLE INSURANCE

Project Schultz-Waitema  
Owner McMeans J. Wayne et ux  
PO# 2970B  
Policy# 88587  
Initials RAIF  
Rec'd 10-15-01

OK

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:  
AMERITITLE  
P.O. BOX 617  
101 WEST 5TH AVENUE  
ELLENSBURG, WA 98926  
(509) 925-1477

CHICAGO TITLE INSURANCE COMPANY

By:

*Patricia S. E.*

President

By:

*Barry R. Smith*

Secretary

*Brigid C. C.*  
Authorized Signature



## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured where are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## EXCLUSIONS

**NOTE: THE FORM OF POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.**

The Exclusions from Coverage referred to in Paragraph 3 of the Conditions and Stipulations are as follows:

### ALTA OWNER'S POLICY FORM 10-17-92

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

## EXCLUSIONS (Cont'd.)

4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## ALTA LOAN POLICY FORM (10-17-92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## COMMITMENT FOR TITLE INSURANCE

Prepared for:  
Bonneville Power Administration

Inquiries should be made to:  
AMERITITLE  
P. O. Box 617  
101 West 5th Avenue  
Ellensburg WA 98926  
(509)925-1477 / FAX (509)962-3111

### SCHEDULE A

File No.: 0088587

Your Reference No.: 2970B

1. Effective Date: September 11, 2001, at 8:00 a.m.

2. Policy or Policies to be issued:

|  |             |           |
|--|-------------|-----------|
| A. <input checked="" type="checkbox"/> ALTA U.S.A. Owner's Policy - (9-28-91)  | Amount: \$  | 20,000.00 |
| <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Extended | Premium: \$ | 220.00    |
| Proposed Insured:  | Tax: \$     | 16.94     |

U.S. DEPARTMENT OF ENERGY; BONNEVILLE POWER ADMINISTRATION

3. The estate or interest in the land which is covered by this Commitment is:

FEE SIMPLE ESTATE

4. Title to the estate or interest in the land is at the effective date hereof vested in:

---

J. WAYNE MC MEANS, ALSO KNOWN AS JERRY W. MC MEANS, AND CINDY L. MC MEANS,  
HUSBAND AND WIFE

5. The land referred to in this Commitment is described as follows:

The Northwest Quarter and the East Half of Section 17, Township 18 North, Range 20 East,  
W.M., Kittitas County, State of Washington;

EXCEPT right of way of the County Road along the West boundary line of said Northwest  
Quarter.

END OF SCHEDULE A

## SCHEDULE B

File No.: 0088587

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### GENERAL EXCEPTIONS:

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

### SPECIAL EXCEPTIONS:

- 
- 1. General taxes and assessments for the second half of the year 2001, which become delinquent after October 31, 2001, if not paid.  
Amount : \$1,069.77  
Tax No. : 18.20.17000.0008 (R795034)

NOTE: First half 2001 taxes and assessments have been paid in the amount of \$1,069.77.  
General taxes and assessments for the full year: \$2,139.54.

CONTINUED

## SCHEDULE B (Continued)

File No.: 0088587

2. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to County Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Continuation of this classification requires:

- a) that all Grantees sign the Notice of Continuance Section on Excise Tax Affidavit;
- b) compliance with revised policy effective July 15, 1994, which requires that a five year Farm Land Management Plan from the new owner, together with the legal description, be submitted to the Kittitas County Assessor's office in advance (fifteen (15) days) of closing/recording;
- c) if the sale is for under 20 acres, income history must be provided to the Kittitas County Assessor's Office to meet mandated requirements for three out of five past years.

Any questions regarding these requirements should be directed to the Kittitas County Assessor's Office (509)962-7501.

3. Lien of real estate excise sales tax upon any sale of said premises, if unpaid. Real estate excise tax on said property is subject to tax at the rate of 1.53% (State = 1.28%; Local = 0.25%).
4. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267, no search having been made therefor.

To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.

- 
5. Amendatory Contract, governing reclamation and irrigation matters;
- Parties : The United States of America and the Kittitas Reclamation District
- Dated : January 20, 1949
- Recorded : May 25, 1949, in Volume 82 of Deeds, page 69
- Auditor's File No. : 208267
- Affects : Said premises and other lands within the said irrigation district. Said contract governs construction, charges, protection of water rights, irrigation rights, obligations, responsibilities and all related matters.
6. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on September 6, 1963, under Kittitas County Auditor's File No. 307061.
- In favor of : United States of America
- For : Transmission line
- Affects : A portion of said premises in the East Half of the Northeast Quarter of the Northeast Quarter

CONTINUED

## SCHEDULE B (Continued)

File No.: 0088587

7. Mortgage, and the terms and conditions thereof
- |                    |   |  |
|--------------------|---|--|
| Mortgagor          | : | Jerry W. McMeans and Cindy L. McMeans, husband and wife  |
| Mortgagee          | : | The United States of America, acting through the Farmers Home Administration, United States of Department of Agriculture |
| Amount             | : | \$27,000.00, plus interest   |
| Dated              | : | June 25, 1976  |
| Recorded           | : | June 25, 1976, in Volume 72, page 639  |
| Auditor's File No. | : | 405727   |
| Affects            | : | Said premises and other land   |

8. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.  
(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph I in the general exceptions which are printed on Schedule B herein.  
The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies.

9. Mortgage, and the terms and conditions thereof
- |                    |   |   |
|--------------------|---|---|
| Mortgagor          | : | <del>Jerry W. McMeans and Cindy L. McMeans, husband and wife</del>  |
| Mortgagee          | : | The United States of America, acting through the Farmers Home Administration, United States Department of Agriculture |
| Amount             | : | \$60,000.00, plus interest  |
| Dated              | : | October 4, 1977   |
| Recorded           | : | October 4, 1977, in Volume 90, page 205   |
| Auditor's File No. | : | <u>416968</u>   |
| Affects            | : | Said premises and other land  |

Assignment of Contract Payments recorded January 13, 1998 under Auditor's File No. 199801130008.

CONTINUED



## SCHEDULE B (Continued)

File No.: 0088587

10. Mortgage, and the terms and conditions thereof
- |                    |   |   |
|--------------------|---|---|
| Mortgagor          | : | Jerry W. McMeans and Cindy L. McMeans, husband and wife   |
| Mortgagee          | : | The United States of America, acting through the Farmers Home Administration, United States Department of Agriculture |
| Amount             | : | \$70,000.00, plus interest  |
| Dated              | : | May 16, 1979  |
| Recorded           | : | May 16, 1979, in Volume 115, page 158   |
| Auditor's File No. | : | <del>432521</del>   |
| Affects            | : | Said premises and other land  |

Assignment of Contract Payments recorded January 13, 1998 under Auditor's File No. 199801130008.

11. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on November 25, 1992, in Volume 337, Page 884, under Kittitas County Auditor's File No. 554858.
- |             |   |  |
|-------------|---|--|
| In favor of | : | Puget Sound Power and Light Company, a Washington corporation                            |
| For         | : | Underground electric system  |
| Affects     | : | The North 15 feet of the above described Section 17; EXCEPT the East 2,590 feet thereof. |

Easement to follow the existing system location.

12. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on January 14, 1993, under Kittitas County Auditor's File No. 556192.
- |             |   |  |
|-------------|---|--|
| In favor of | : | Puget Sound Power & Light Company, a Washington corporation  |
| For         | : | <del>One or more electric transmission and/or distribution lines</del>                                 |
| Affects     | : | A 10 foot strip within the North 400 feet of the South 1200 feet of the West 600 feet of said premises |

Easement to follow existing system to pole. Then to mobile. McMeans retains the right to cancel at anytime.

END OF SCHEDULE B

## **SCHEDULE C**

File No.: 0088587

### **THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:**

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.

### **END OF REQUIREMENTS**

**NOTES:** The following matters will not be listed as Special Exceptions in Schedule B of the policy or policies to be issued. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy or policies to be issued:

1. Suggested abbreviated legal (for use when a standardized cover sheet is required for recording): East Half and the Northwest Quarter of Section 17, Township 18 N, Range 20 E, W.M.
2. In the event this transaction fails to close and this commitment is canceled, a minimum cancellation fee of \$53.85 will be charged to comply with the State Insurance Code and the filed schedule of this Company.

### **END OF NOTES**

### **END OF SCHEDULE C**

BC/bj

1cc: Bonneville Power Administration  
Attn: Ellen Camp  
TR/TPP-4  
P.O. Box 61409  
Vancouver, WA 98666-1409

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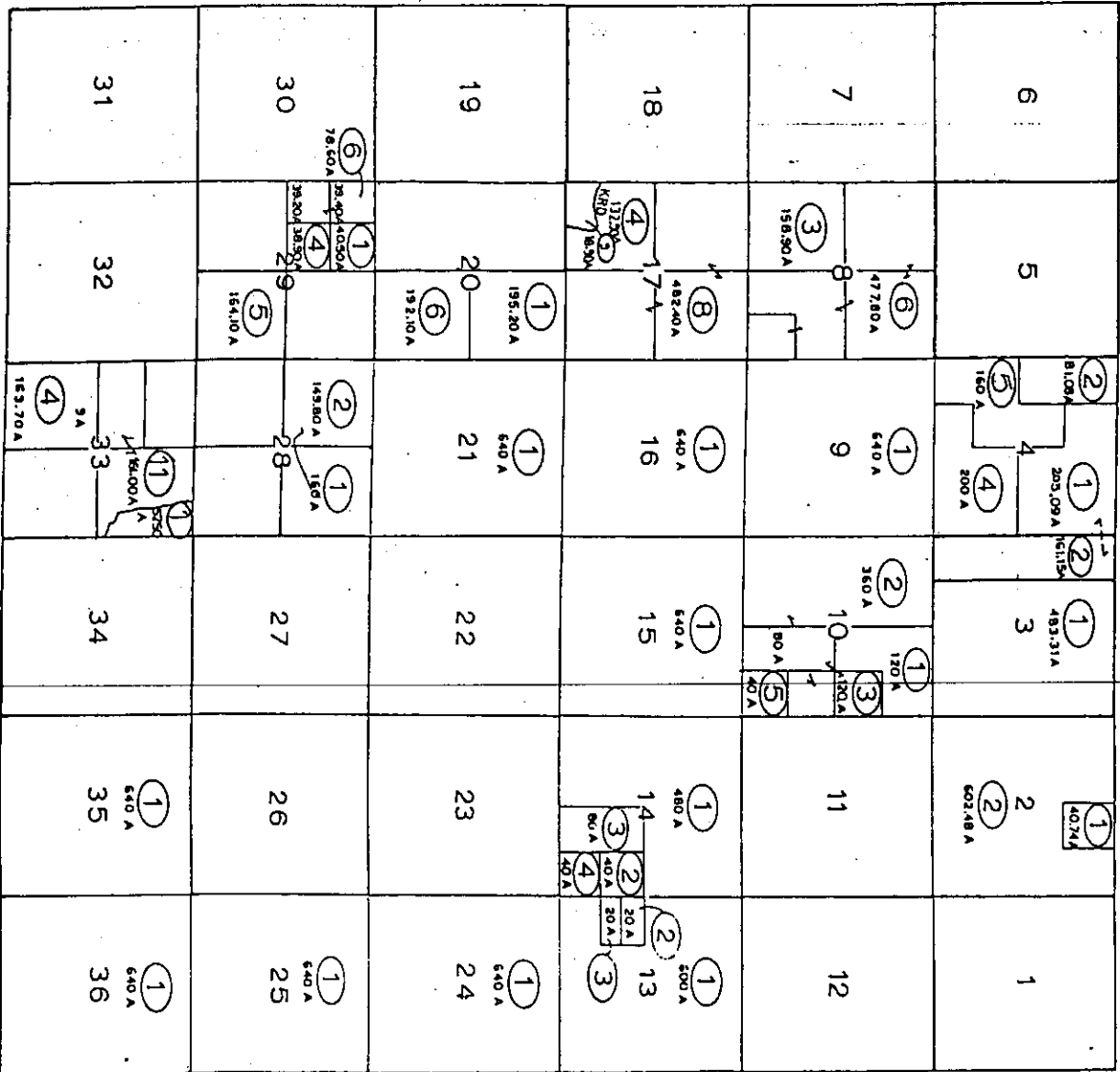
2/22/00

SCALE: 1 INCH =

18.20 FEET

Compliments of: AmeriTitle

This sketch is furnished for informational purposes only to assist in property location with references to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.



# Transamerica Title Insurance Co



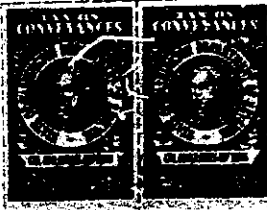
A Service of  
Transamerica Corporation

Filed for Record at Request of

Name

Address

City and State



404262

THIS SPACE PROVIDED FOR RECORDER'S USE

1% RE EXCISE TAX PAID

Amount 1450.00

Date 4-22-76

Affidavit No. 593

By BETTE J. SPENCE

KITTITAS COUNTY TREASURER



## Statutory Warranty Deed

THE GRANTOR JACK ROSENBERG, as his separate estate

for and in consideration of Ten (\$10.00) Dollars

in hand paid, conveys and warrants to J. WAYNE McMeans and CINDY L. McMEANS, husband and wife, the following described real estate, situated in the County of Kittitas, State of Washington:

The East 1/2 and the Northwest 1/4 of Section 8; the East 1/2 and the Northwest 1/4 of Section 17; All in Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington, EXCEPT: All County Roads lying within the boundaries of the described lands.

TOGETHER WITH all water rights and irrigation ditches appurtenant thereto.

SUBJECT TO all restrictions, reservations, exceptions, easements, rights of way and possessory rights apparent, appearing of record or existing by prescription.

Filed for Record  
Date APR 22, 1976 at 4:21 P.M.  
By KCTC  
Marion Darlow, Kittitas County Auditor



Dated this 21<sup>st</sup> day of April, 1976

Jack Rosenberg

STATE OF WASHINGTON, }  
County of Kittitas }

On this day personally appeared before me JACK ROSENBERG, as his separate estate, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of April, 1976



Douglas Robinson  
Notary Public in and for the State of Washington,  
residing at Ellensburg.

VERIFIED

307061

Tract No. V-MV-34

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more. MARK A. SMYTH AND THERESA M. SMYTH,  
husband and wife,

207-673 \* 41 1/2 \* N.  
KCTC  
Kittitas County Auditor

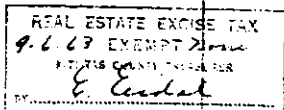
for and in consideration of the sum of NINE HUNDRED FIFTY -  
Dollars (\$ 950.00 ).

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants,  
bargains, sells, and convey to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right  
to enter and erect, maintain, repair, rebuild, operate, and patrol one or more line(s) of electric power transmission  
structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires,  
cables, and appurtenances as are necessary thereto, in, over, upon, and across the following-described parcel of  
land in the County of Kittitas, in the State of Washington, to-wit:

That portion of the E½NE¼ of Section 17 and the SE¼SE¼, the NE¼SW¼SE¼, the SW¼SW¼NE¼SE¼, the NW¼SE¼ and the SW¼SW¼NE¼ of Section 8, Township 18  
North, Range 20 East, Willamette Meridian, Kittitas County, Washington, which  
lies within a strip of land 275 feet in width, the boundaries of said strip  
lying 75 feet distant northeasterly from and 200 feet distant southwesterly  
from and parallel with the survey line for the Vantage-Maple Valley No. 1  
transmission line as now located and staked on the ground over, across, upon  
and/or adjacent to the above-described property, said survey line being  
particularly described as follows:

Beginning at survey station 1440 + 00.0, a point in the NW¼NW¼ of  
Section 16, said Township and Range, said point being N. 3° 24' 50" E. a  
distance of 2245.4 feet and S. 38° 55' 10" E. a distance of 429.0 feet from  
the quarter section corner in the east line of said Section 17, thence N.  
38° 55' 10" W. a distance of 6000.0 feet to survey station 1500 + 00.0, a  
point in the SE¼NW¼ of said Section 8, said point being S. 0° 35' 20" E. a  
distance of 2235.5 feet and N. 38° 55' 10" W. a distance of 1094.2 feet  
from the quarter section corner in the north line of said Section 8.

The UNITED STATES OF AMERICA may use existing roads over, on and across the  
above-described property but will not construct new roads without the consent of the  
Grantor. The UNITED STATES OF AMERICA will keep gates in boundary fences locked at  
all times when not in use;



6  
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together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards provided that fire hazards shall not be interpreted to include any growing crops other than trees.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on May 10, 1952 shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 23<sup>rd</sup> day of August, 1963

Mark A. Smyth  
Mark A. Smyth  
Theresa M. Smyth  
Theresa M. Smyth

113-249

STATE OF Washington )  
COUNTY OF Fittler ) ss:

On the 23rd day of August, 1963 personally came before me, a notary public in and for said County and State, the within-named MARK A. SMYTH AND THERESA M. SMYTH, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



J. J. Johnson  
Notary Public in and for the  
State of Washington  
Residing at Vancouver  
My commission expires: 3/3/1965

STATE OF )  
COUNTY OF ) ss:

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_, records of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_ Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 3621  
PORTLAND, OREGON 97208

flp 8-7-63

vol 113 page 243

405727  
Position 5

USDA-FHA

Form FHA 427-1 WA  
Rev. 7-1-73)

## REAL ESTATE MORTGAGE FOR WASHINGTON

NOW ALL MEN BY THESE PRESENTS, Dated June 25, 1976

WHEREAS, the undersigned JERRY W. McMEANS and CINDY L. McMEANS,  
husband and wife,residing in Kittitas County, Washington whose post office address  
is Rt. 3, Box 182, Ellensburg Washington 98926

herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified herein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

| <u>Date of Instrument</u> | <u>Principal Amount</u> | <u>Annual Rate of Interest</u> | <u>Due Date of Final Installment</u> |
|---------------------------|-------------------------|--------------------------------|--------------------------------------|
| 2/11/72                   | \$70,800.00             | 5%                             | 12/11/2012                           |
| 2/20/74                   | \$4,300.00              | 5%                             | 12/20/1984                           |
| 7/25/76                   | \$27,000.00             | 5%                             | 6/25/2016                            |

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1940.

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Government the following property situated in the State of

Washington, County(ies) of Kittitas

the East 1/2 and the Northwest 1/4 of Section 8; the East 1/2 and the Northwest 1/4 of Section 17; All in Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington, EXCEPT: all County Roads lying within the boundaries of the described lands.

FHA 427-1 WA (Rev. 7-1-73)

OFFICIAL RECORDS

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7



- SUBJECT TO: 1. Easements and rights of way of record.
2. Mortgage to Standard Insurance Company in the amount of \$125,000.00 which mortgage was recorded under Auditor's File No. 404545, Records of Kittitas County, Washington.

This mortgage is also given in consideration of the Government having subordinated two other mortgages on other land securing these same notes which other mortgages were recorded December 12, 1972 and December 20, 1974 under Auditor's File Nos. 379568 and 394250, respectively, Records of Kittitas County, Washington. By the terms of the Subordination Agreement, the other mortgages were subordinated to a new mortgage to Standard Insurance Company.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

OFFICIAL RECORDS

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good

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REAL ESTATE MORTGAGE FOR WASHINGTON

416968

THIS MORTGAGE is made and entered into by Jerry W. McMeans and Cindy L. McMeans  
husband and wife

residing in Kittitas County, Washington, whose post office address is  
Route 3, Box 178, Ellensburg, Washington 98926

herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

| <u>Date of Instrument</u> | <u>Principal Amount</u> | <u>Annual Rate of Interest</u> | <u>Due Date of Final Installment</u> |
|---------------------------|-------------------------|--------------------------------|--------------------------------------|
| October 4, 1977           | 60,000.00               | 8%                             | October 4, 2017                      |

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Government the following property situated in the State of

Washington, County(ies) of Kittitas:

PARCEL 1:

The East  $\frac{1}{2}$  and the Northwest  $\frac{1}{4}$  of Section 8; the East  $\frac{1}{2}$  and the Northwest  $\frac{1}{4}$  of Section 17; All in Township 18 North, Range 20 East, W. M., in the County of Kittitas, State of Washington, EXCEPT: all County Roads lying within the boundaries of the described lands.

PARCEL 2:

The East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 18, Township 18 North, Range 20 East, W.M., Except right of way for Kittitas Reclamation District Canal and lateral.

The East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 19, Township 18 North, Range 20 East, W.M., EXCEPT: All County Roads lying within the boundaries of the above described lands.

All in the County of Kittitas, State of Washington. FmHA 427-1 WA (Rev. 5-29-75)

9

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Wenatchee, Washington 98801, and in the case of Borrower to him at his post office address stated above.

(23) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the hand(s) of Borrower this 4th day of October, 19 1977.

Jerry W. McMeans  
Jerry W. McMeans

Cindy L. McMeans  
Cindy L. McMeans

STATE OF WASHINGTON

COUNTY OF Kittitas

ss:

ACKNOWLEDGMENT

On this day personally appeared before me the within-named Jerry W. McMeans and  
Cindy L. McMeans, husband and wife, to me known to be the individual(s) described

in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4th day of October, 19 77.

Beatrice J. McCullough  
Notary Public in and for the State of Washington.

(NOTARIAL SEAL)

Residing at Ellensburg



KITTITAS COUNTY AUDITOR  
MAXINE A. JOHNSTON  
Filed By: KCTC  
77 OCT 9 PM 3:51

★ U.S. GOVERNMENT PRINTING OFFICE: 1975-646-126

OFFICIAL RECORDS

Oct 11 1977  
FBI  
80208  
OL 90

RETURN TO:

FARM SERVICE AGENCY  
1606 Perry Street, Suite A  
Yakima, WA 98902

Recorded in the County of Kittitas, WA  
Beverly M. Allenbaugh, Auditor



199801130008 11:15am 01/13/98

001 4007786 04 07  
A24 2 0 8.00 1.00

**ASSIGNMENT OF CONTRACT PAYMENTS**

CK23405E (18 18-20 ARB7)

9.00

WHEREAS, the UNITED STATES OF AMERICA, acting through the Farm Service Agency (hereinafter called the Government), is the owner and holder of certain Real Estate Mortgages recorded on the following dates with the described recording numbers, in the records of Kittitas County, Washington:

| <u>Date filed</u> | <u>Recording Number</u> |
|-------------------|-------------------------|
| December 12, 1972 | 379568                  |
| December 20, 1974 | 394250                  |
| May 16, 1979      | 432521                  |
| October 4, 1977   | 416968                  |

AND WHEREAS, J. Wayne McMeans and Cindy L. McMeans (hereinafter called the Borrowers), as the owners of the real property subject to the lien of said mortgages, have sold a portion of this property on contract, dated January 9, 1998, to Nolan Noack and Elsie Noack (hereinafter called the Purchasers); and

WHEREAS, the said contract provides for installment payments and receipt of payments by the Borrowers.

NOW, THEREFORE, in consideration of the consent granted by the Government to the contract sale, the Borrowers hereby assign to the Government the right to receive all payments presently due or which hereafter become due on the said contract.

The Borrowers further agreement that AmeriTitle will perform as escrow agent for the collection of payments under said contract. Said escrow agent is hereby directed to pay to the Government all sums now owing or to become owing to the Farm Service Agency, to be remitted to the Farm Service Agency at 16060 Perry Street, Suite A, Yakima, Washington 98902, until notified in writing by the Government of the termination of this assignment. This assignment will terminate without notice when the indebtedness of the Borrowers shall have been paid in full.

679

9  
10

19980113 0008

This assignment shall not operate as a release of liens or obligation secured by the Government's mortgages.

Dated this 9th day of January, 1998.

BY: J. Wayne McMeans  
J. WAYNE MCMEANS

BY: Cindy E. McMeans  
CINDY E. MCMEANS

STATE OF Washington  
County of Kittitas  
On this 8th day of January, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared J. Wayne McMeans & Cindy E. McMeans to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as the free and voluntary act and deed for the uses and purposes therein mentioned.

WITNES my hand and official seal hereto affixed the day and year in this certificate above written.



Marla K. Williams  
Notary Public in and for the State of Washington  
residing at Ellensburg

FILED IN THE PUBLIC RECORDS OF THE COUNTY OF KITTITAS, WASHINGTON. (Form 1-78)

432521

Position 5

SDA-FmHA

FmHA 427-1 WA  
(Rev. 3-30-77)

## REAL ESTATE MORTGAGE FOR WASHINGTON

THIS MORTGAGE is made and entered into by Jerry W. & Cindy L. McMeans  
husband and wife

siding in Kittitas County, Washington, whose post office address is  
Route 3, Box 475, Ellensburg, Washington 98926

herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

| <u>Date of Instrument</u> | <u>Principal Amount</u> | <u>Annual Rate of Interest</u> | <u>Due Date of Final Installment</u> |
|---------------------------|-------------------------|--------------------------------|--------------------------------------|
| May 16, 1979              | \$70,000.00             | 9%                             | May 16, 2019                         |

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Government the following property situated in the State of

Washington, County(ies) of Kittitas

RCEL 1: The East 1/2 and the NW 1/4 of Section 8; the East 1/2 and the NW 1/4 of Section 17; EXCEPT: all County Roads lying within the boundaries of the described lands.

RCEL 2: The East 1/2 of the SE 1/4 of Section 18, Except right of way for Kittitasclamation District Canal and lateral.

the East 1/2 of the Northeast 1/4 and the North 1/2 of the SE 1/4 of Section 19, Except all County Roads lying within the boundaries of the above described tract of lands.

located in Township 18 North, Range 20 East, W.M., County of Kittitas, State of Washington.

OFFICIAL RECORDS

FmHA 427-1 WA (Rev. 3-30-77)

VOL 115 PAGE 158

10

21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

22) Notices given hereunder shall be sent by certified mail unless otherwise required by law, addressed, unless and some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Washington, Washington 98801, and in the case of Borrower to him at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post address shown above).

23) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the hand(s) of Borrower this 16 day of May, 19 79.

Jerry W. McMeans  
Jerry W. McMeans also known as J. Wayne McMeans  
Cindy L. McMeans  
Cindy L. McMeans

STATE OF WASHINGTON

COUNTY OF Kittitas

ss:

ACKNOWLEDGMENT

On this day personally appeared before me the within-named Jerry W. McMeans also known as  
Wayne McMeans and Cindy L. McMeans to me known to be the individual(s) described

and who executed the within and foregoing instrument and acknowledged that they signed the same as their  
and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16 day of May, 19 79.

Beatrice J. McCullough  
Notary Public in and for the State of Washington.

(NOTARIAL SEAL)

Residing at Ellensburg



KTC  
13 MAY 16 PM 4:05

OFFICIAL RECORDS

VOL 115 PAGE 161

8.20

ORIGINAL

J. WAYNE MCMEANS and CINDY L. MCMEANS, husband and wife

The East half and the Northwest quarter of Section 8; the East half and the Northwest quarter of Section 17; all in Township 18 North, Range 20 East, W.M., in the County of Kittitas, Washington.

KITTITAS COUNTY AUDITOR  
FILED REQUEST OF: *Phelps*  
1932 NOV 25 AM 11:40 *Ch.*

[illegible]

**Easement No. 2:** The South 900 feet of the West 50 feet of the above described Section 8.

Easement to ~~be~~ follow the existing system location.

Only underground to replace existing

2. **Obstructions; Landscaping.** Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities, Grantor may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore. *IF land disturbed is in a crop, grantee shall compensate grantor for the full value of said crop.*

4. **Grantor's Use of Right-of-Way.** Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or unearth Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities, and that no blasting shall be done within 15 feet of the Right-of-Way.

5. **Indemnity.** By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.

6. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way ~~and~~ <sup>period of ten consecutive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor.</sup> ~~and~~ <sup>provided that no abandonment shall be deemed to have occurred by absence of Grantee for more than thirty (30) consecutive days from the date of the last use of the Right-of-Way.</sup>

7. **Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

VOL 337 PAGE 884



DATED this 16 day of NOVEMBER 1992

GRANTOR

BY: J. Wayne McMeans  
J. WAYNE MCMEANS

BY: Cindy L. McMeans  
CINDY L. MCMEANS

STATE OF WASHINGTON )  
COUNTY OF )

On this day personally appeared before me J. WAYNE and CINDY L. MCMEANS  
to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that  
they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16 day of NOVEMBER 1992

E. J. Johnson  
Notary Public in and for the State of Washington  
residing at 6 Maryland St. 98206  
My Commission Expires 12-96

STATE OF WASHINGTON )  
COUNTY OF )

On this day personally appeared before me \_\_\_\_\_  
to me known to be the individual \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged that  
\_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Notary Public in and for the State of Washington.  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF )

On this day personally appeared before me \_\_\_\_\_  
to me known to be the individual \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged that  
\_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Notary Public in and for the State of Washington.  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF )

CORPORATE ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ before me, the undersigned, personally appeared  
\_\_\_\_\_ and \_\_\_\_\_, respectively,  
to me known to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of  
the corporation that executed the foregoing instrument,  
and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein  
mentioned, and on oath stated that \_\_\_\_\_ authorized to execute the said instrument and that the  
seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington.  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

886  
VOL 337 PAGE

**PUGET  
POWER**

**556192  
EASEMENT**

8<sup>00</sup>

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, WAYNE J. McMEANS AND CANDY L. McMEANS, HUSBAND AND WIFE

("Grantor" herein), hereby grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth, a perpetual easement over, across and under the following described real property (the "Property" herein) in KITTITAS County, Washington:

THE NORTHWEST QUARTER OF SECTION 17 IN TOWNSHIP 10 NORTH,

RANGE 20 EAST, W.M., IN THE COUNTY OF KITTITAS, WASHINGTON

Puget Power  
93 JUN 14 PM 2:40

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:

~~A Right-of-Way \_\_\_\_\_ feet in width having \_\_\_\_\_ feet of such width on each side of a centerline described as follows:~~

A 10' strip within:

THE NORTH 400' OF THE SOUTH 1200' OF THE WEST 600' OF THE  
ABOVE DESCRIBED PROPERTY.

Easement to follow existing system to pole. Then to  
mobile. — McMeans retains the right to cancel at anytime. *OM*

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the Right-of-Way together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following:

a. **Overhead facilities.** Poles and/or towers with crossarms, braces, guys and anchors, electric transmission and distribution lines; communication and signal lines; transformers.

b. **Underground facilities.** Underground conduits, cables, vaults, manholes, switches and transformers; semi-buried or ground mounted facilities such as pads, transformers and switches.

Following the initial construction of its facilities, Grantee may from time to time construct such additional lines and other facilities as it may require.

2. **Access.** Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.

3. **Cutting of Trees.** Grantee shall have the right to cut or trim any and all brush or trees standing or growing upon the Right-of-Way, and also the right to cut or trim any trees upon the Property which, in falling, could, in Grantee's reasonable judgement, be a hazard to Grantee's facilities. *Existing trees stay. May be trimmed as necessary. OM*

4. **Grantor's use of Right-of-Way.** Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided, that Grantor shall not construct or maintain any building or other structure on the Right-of-Way and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. **Indemnity.** By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.

6. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.

12

7. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 16 day of NOVEMBER, 19 92

GRANTOR

Wayne J. McMeans  
Wayne J. McMeans  
Lindy L. McMeans

STATE OF WASHINGTON )  
SS  
COUNTY OF )

On this day personally appeared before me Wayne J. Lindy McMeans  
to me known to be the individual described in and who executed the within and foregoing instrument, and  
acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein  
mentioned.

GIVEN under my hand and official seal this 16 day of NOVEMBER, 19 92

Estelle R. Johnson  
Notary Public in and for the State of Washington,  
residing at Bellevue, WA 98006

STATE OF WASHINGTON )  
SS  
COUNTY OF )

On this day personally appeared before me \_\_\_\_\_  
to me known to be the individual described in and who executed the within and foregoing instrument, and  
acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein  
mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

STATE OF WASHINGTON )  
SS  
COUNTY OF )

CORPORATE ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ before me, the undersigned, personally appeared  
\_\_\_\_\_ and \_\_\_\_\_, respectively,  
to me known to be the \_\_\_\_\_ the corporation that executed the foregoing instrument,  
and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and  
purposes therein mentioned, and an oath stated that \_\_\_\_\_ authorized to execute the said  
instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_



In Response to the Gramm – Leach – Bliley Act Effective 7/1/2001

## **PRIVACY POLICY**

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies may include financial service providers, exchange companies, other title insurance companies, escrow collection companies, foreclosure companies, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

# **Chicago Title Insurance Company**

## **Fidelity National Financial Group of Companies' Privacy Statement**

**July 1, 2001**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

**In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

### **Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

### **Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer  
Fidelity National Financial, Inc.  
4050 Calle Real, Suite 220  
Santa Barbara, CA 93110

432521

Position 5

USDA-FmHA  
Form FmHA 427-1 WA  
(Rev. 3-30-77)

## REAL ESTATE MORTGAGE FOR WASHINGTON

THIS MORTGAGE is made and entered into by Jerry W. & Cindy L. McMeans  
husband and wife

residing in Kittitas County, Washington, whose post office address is  
Route 3, Box 475, Ellensburg, Washington 98926

herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

| <u>Date of Instrument</u> | <u>Principal Amount</u> | <u>Annual Rate of Interest</u> | <u>Due Date of Final Installment</u> |
|---------------------------|-------------------------|--------------------------------|--------------------------------------|
| May 16, 1979              | \$70,000.00             | 9%                             | May 16, 2019                         |

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Government the following property situated in the State of

Washington, County(ies) of Kittitas

PARCEL 1: The East 1/2 and the NW 1/4 of Section 8; the East 1/2 and the NW 1/4 of Section 17; EXCEPT: all County Roads lying within the boundaries of the described lands.  
PARCEL 2: The East 1/2 of the SE 1/4 of Section 18, Except right of way for Kittitas Reclamation District Canal and lateral.  
The East 1/2 of the Northeast 1/4 and the North 1/2 of the SE 1/4 of Section 19, Except all County Roads lying within the boundaries of the above described tract of lands.

All in Township 18 North, Range 20 East, W.M, County of Kittitas, State of Washington.

OFFICIAL RECORDS

FmHA 427-1 WA (Rev. 3-30-77)

145-158

3957  
USDA-FmHA  
Form FmHA 427-1 WA  
(Rev. 5-29-75)

Position 5

REAL ESTATE MORTGAGE FOR WASHINGTON

416968

THIS MORTGAGE is made and entered into by Jerry W. McMeans and Cindy L. McMeans  
husband and wife

residing in Kittitas County, Washington, whose post office address is  
Route 3, Box 178, Ellensburg, Washington 98926

herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

| <u>Date of Instrument</u> | <u>Principal Amount</u> | <u>Annual Rate of Interest</u> | <u>Due Date of Final Installment</u> |
|---------------------------|-------------------------|--------------------------------|--------------------------------------|
| October 4, 1977           | 60,000.00               | 8%                             | October 4, 2017                      |

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attack to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign with general warranty unto the Government the following property situated in the State of

Washington, County(ies) of Kittitas

PARCEL 1:

The East  $\frac{1}{2}$  and the Northwest  $\frac{1}{4}$  of Section 8; the East  $\frac{1}{2}$  and the Northwest  $\frac{1}{4}$  of Section 17; All in Township 18 North, Range 20 East, W. M., in the County of Kittitas, State of Washington, EXCEPT: all County Roads lying within the boundaries of the described lands.

PARCEL 2:

The East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 18, Township 16 North, Range 20 East, W.M., Except right of way for Kittitas Reclamation District Canal and lateral.

The East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 19, Township 18 North, Range 20 East, W.M., EXCEPT: All County Roads lying within the boundaries of the above described lands.

All in the County of Kittitas, State of Washington. FmHA 427-1 WA (Rev. 5-29-75)

OFFICIAL RECORDS

PAGE 203  
90

COMMITMENT FOR TITLE INSURANCE

Name Schultz <sup>WATROMA</sup>  
 Owner Schober Jess J JR  
 PO# 2970  
 Policy# 88365  
 Initials JTM  
 Rec'd 8-3-01

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

Issued by:  
 AMERITITLE  
 P.O. BOX 617  
 103 WEST 5TH AVENUE  
 ELLENSBURG, WA 98926  
 (509) 925-1477

By:

*Patricia A. Scott*

President

*Marlene Wyatt*  
 Authorized Signature



By:

*Barbara Rind*

Secretary



## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured where are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## EXCLUSIONS

**NOTE: THE FORM OF POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.**

The Exclusions from Coverage referred to in Paragraph 3 of the Conditions and Stipulations are as follows:

### ALTA OWNER'S POLICY FORM 10-17-92

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the

### EXCLUSIONS (Cont'd.)

4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

### ALTA LOAN POLICY FORM (10-17-92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## COMMITMENT FOR TITLE INSURANCE

Prepared for:  
Bonneville Power Admin-TR-3

Inquiries should be made to:  
AMERITITLE  
P. O. Box 617  
101 West 5th Avenue  
Ellensburg WA 98926  
(509)925-1477 / FAX (509)962-3111

### SCHEDULE A

File No.: 0088365

Your Reference No.: TRO1B-R2970

1. Effective Date: July 10, 2001, at 8:00 a.m.

2. Policy or Policies to be issued:

A. ☒ ALTA U.S.A. Owner's Policy - (9-28-91)  
☒ Standard ☐ Extended  
Proposed Insured:

Amount: \$ 20,000.00  
Premium: \$ 295.00  
Tax: \$ EXEMPT  
Rate: Includes Extra Section Charge

### UNITED STATES OF AMERICA

3. The estate or interest in the land which is covered by this Commitment is:

### FEE SIMPLE ESTATE

4. Title to the estate or interest in the land is at the effective date hereof vested in:

**JESS J. SCHOBBER AND BARBARA A. SCHOBBER, TRUSTEES OF THE SCHOBBER FAMILY  
REVOCABLE LIVING TRUST DATED SEPTEMBER 27, 2000**

5. The land referred to in this Commitment is described as follows:

#### Parcel 1:

**All of Section 9, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.**

#### Parcel 2:

**All of Section 15, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.**

END OF SCHEDULE A

## SCHEDULE B

File No.: 0088365

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### GENERAL EXCEPTIONS:

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

### SPECIAL EXCEPTIONS:

1. General taxes and assessments for the second half of the year 2001, which become delinquent after October 31, 2001, if not paid:  

| <u>2nd 1/2 owing</u> | <u>(1st 1/2 paid)</u> | <u>(Full year)</u> | <u>Tax Parcel No.</u>      |
|----------------------|-----------------------|--------------------|----------------------------|
| \$ 30.45             | (\$ 30.46)            | (\$ 60.91)         | 18-20-09000-0001 (R545034) |
| \$ 30.45             | (\$ 30.46)            | (\$ 60.91)         | 18-20-15000-0001 (R765034) |
2. Lien of real estate excise sales tax upon any sale of said premises, if unpaid. Real estate excise tax on said property is subject to tax at the rate of 1.53% (State = 1.28%; Local = 0.25%).

CONTINUED

## SCHEDULE B (Continued)

File No.: 0088365

3. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to County Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Continuation of this classification requires:

- a) that all Grantees sign the Notice of Continuance Section on Excise Tax Affidavit;
- b) compliance with revised policy effective July 15, 1994, which requires that a five year Farm Land Management Plan from the new owner, together with the legal description, be submitted to the Kittitas County Assessor's office in advance (fifteen (15) days) of closing/recording;
- c) if the sale is for under 20 acres, income history must be provided to the Kittitas County Assessor's Office to meet mandated requirements for three out of five past years.

Any questions regarding these requirements should be directed to the Kittitas County Assessor's Office (509)962-7501.

4. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.  
(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph I in the general exceptions which are printed on Schedule B herein.

The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies.

5. Notwithstanding Paragraph Four (4) of the insuring clauses of the policy or policies to be issued, the policy or policies will not insure against loss arising by reason of any lack of a right of access to and from the land.

CONTINUED

## SCHEDULE B (Continued)

File No.: 0088365

6. Memorandum of Option to Purchase Real Property and Agreement, and the terms and conditions thereof, executed by and between the parties herein named;
- |                    |   |  |
|--------------------|---|--|
| Between            | : | Jess J. Schober and Barbara A. Schober, husband and wife,<br>and Caribou Land and Cattle, Inc., a Washington corporation |
| Dated              | : | April 30, 1995   |
| Recorded           | : | May 23, 1995   |
| Auditor's File No. | : | 581749   |
| Affects            | : | Said premises and other lands  |

Said document is a re-record of documents recorded May 1, 1995 and May 10, 1995 under Kittitas County Auditor's File No.'s 581080 and 581327 respectively.

7. Deed of Trust, and the terms and conditions thereof:
- |                    |   |  |
|--------------------|---|--|
| Grantor            | : | Jess J. Schober and Barbara A. Schober, husband and wife                         |
| Trustee            | : | Pioneer Title Company of Kittitas County   |
| Beneficiary        | : | The Di Giovanni Family Trust, dated June 23, 1992, Marsilio Di Giovanni, Trustee |
| Amount             | : | \$381,625.00, plus interest  |
| Dated              | : | January 18, 1996   |
| Recorded           | : | January 23, 1996   |
| Auditor's File No. | : | 199601230016   |
| Affects            | : | Said premises and other land   |

8. Deed of Trust, and the terms and conditions thereof:
- |                    |   |  |
|--------------------|---|--|
| Grantor            | : | Jess J. Schober and Barbara A. Schober, husband and wife |
| Trustee            | : | Pioneer Title Company of Kittitas County                 |
| Beneficiary        | : | Lands Associates, a Washington Limited Partnership       |
| Amount             | : | \$79,954.70, plus interest                               |
| Dated              | : | January 18, 1996   |
| Recorded           | : | January 23, 1996   |
| Auditor's File No. | : | 199601230017   |
| Affects            | : | Said premises and other land                             |

9. Subordination Agreement, and the terms and conditions thereof, executed by and between the parties herein named;
- |                    |   |  |
|--------------------|---|--|
| Between            | : | Caribou Land and Cattle, Inc. and Jeff J. and Barbara A. Schober |
| Dated              | : | January 18, 1996   |
| Recorded           | : | January 23, 1996   |
| Auditor's File No. | : | 199601230018   |

CONTINUED

## SCHEDULE B (Continued)

File No.: 0088365

- ~~10.~~ Memorandum of Option to Purchase Real Property and Agreement, and the terms and conditions thereof, executed by and between the parties herein named;
- Between : Jess J. Schober and Barbara A. Schober, husband and wife,  
and Caribou Land and Cattle, Inc., a Washington corporation
- Dated : June 28, 1999
- Recorded : June 30, 1999
- Auditor's File No. : 199906300011
- Affects : Said premises and other lands
- ~~11.~~ Assignment of Option to Purchase Real Property for Security Purposes only, and the terms and conditions thereof
- Assignor : Caribou Land and Cattle, Inc., a Washington corporation
- Assignee : Base Capital LLC, a Washington Limited Liability Company
- Dated : June 28, 1999
- Recorded : June 30, 1999
- Auditor's File No. : 199906300012
- Affects : Said premises and other land
- ~~12.~~ Encroachment of existing fence lines on the North line of said Section 9 as disclosed by survey filed March 29, 2001 in Book 26 of Surveys, Page 35, under Auditor's File No. 200103290030.
13. Terms and conditions of the trust under which title is vested.



**NOTE**

END OF SCHEDULE B

## **SCHEDULE C**

File No.: 0088365

### **THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:**

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.
2. We request a showing of the terms and conditions of the trust under which title is vested, particularly the authorization of the trustee to execute the forthcoming instrument on behalf of the trustors of the trust.

### **END OF REQUIREMENTS**

**NOTES:** The following matters will not be listed as Special Exceptions in Schedule B of the policy or policies to be issued. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy or policies to be issued:

1. Suggested abbreviated legal (for use when a standardized cover sheet is required for recording):  
Section 9, Township 18 N, Range 20 E, W.M.; and Section 15, Township 18 North,  
Range 20 East, W.M.
2. The following endorsements will be attached to the policy when issued:       NONE  
  
No other endorsement will be issued unless requested of and agreed to in writing by the Company prior to closing.
3. In the event this transaction fails to close and this commitment is canceled, a minimum cancellation fee of \$53.85 will be charged to comply with the State Insurance Code and the filed schedule of this Company.

### **END OF NOTES**

### **END OF SCHEDULE C**

MW/bj

1cc: Ellen Camp  
Bonneville Power Administration-TR-3  
P.O. Box 3621  
Portland, OR 97208

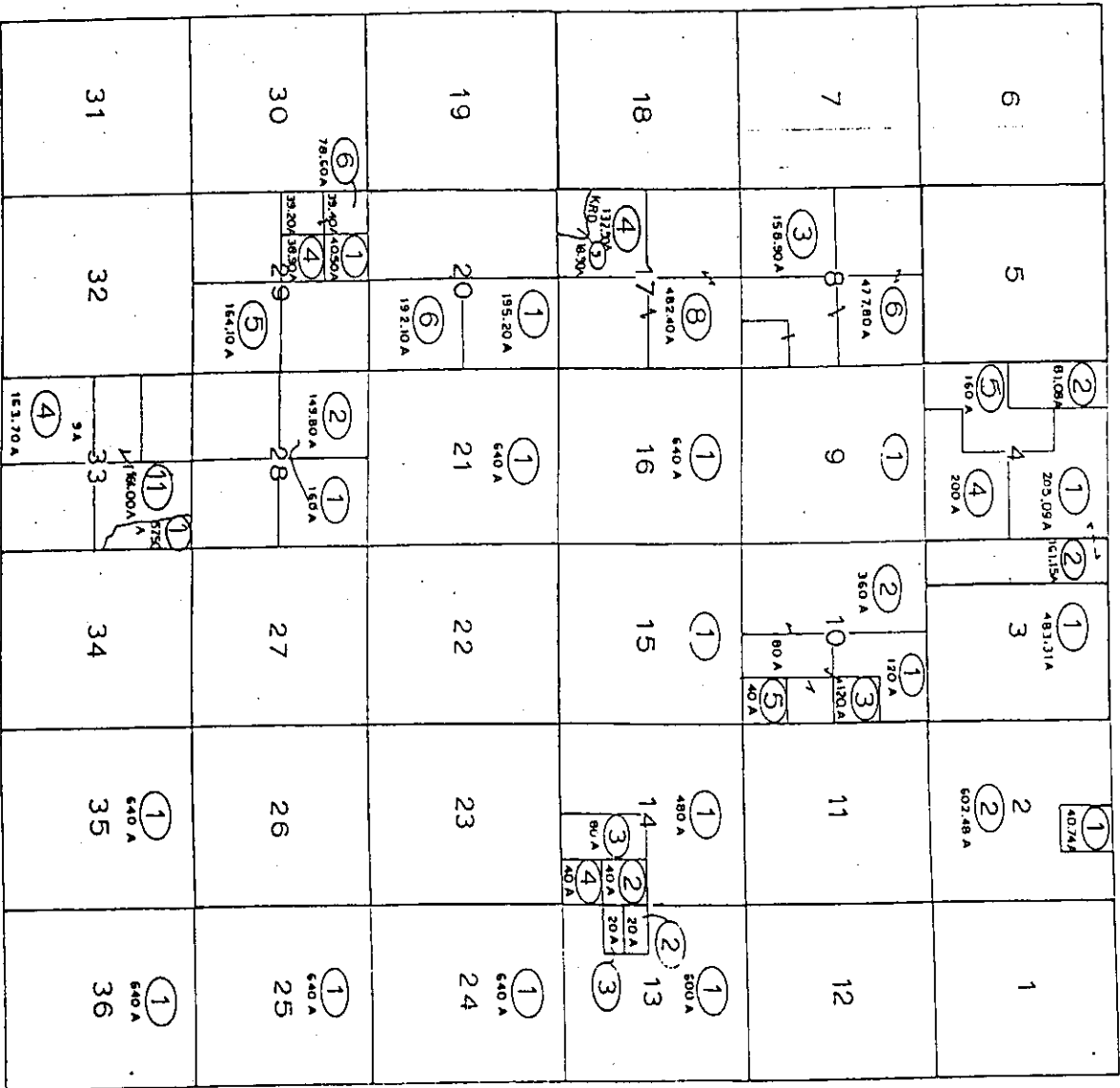


NOT TO BE REPRODUCED WITHOUT WRITTEN CONSENT OF COUNTY ASSESSOR

2/22/00

SCALE: 1 INCH = FEET

Map prepared by AmeriTitle  
This sketch is furnished for informational purposes only  
to assist in property location with references to streets  
and other parcels. No representation is made as to accuracy  
and the County assumes no liability for any loss  
or damage by reason of reliance thereon.



WHEN RECORDED RETURN TO  
JESS J. SCHOBBER AND BARBARA A. SCHOBBER  
11080 HIGHWAY 970  
CLUE ELLUM, WASHINGTON 98922



200101180030  
Page: 1 of 2  
01/18/2001 03:32P  
000 0.00

Real Estate Excise Tax  
EXCISE  
KITTITAS COUNTY TRUSTEES  
By K.H.S.  
Aff # 11921  
01-18-01

### QUIT CLAIM DEED

GRANTOR(S):

1. JESS J. SCHOBBER AND BARBARA SCHOBBER, HUSBAND AND WIFE

GRANTEE(S):

1. THE SCHOBBER FAMILY REVOCABLE LIVING TRUST, DATED 9/27/2000, JESS J. SCHOBBER AND BARBARA A. SCHOBBER, TRUSTEES

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, TOGETHER WITH ALL AFTER ACQUIRED TITLE OF THE GRANTOR(S) THEREIN, ALL THEIR RIGHT, TITLE AND INTEREST IN AND TO:

LEGAL DESCRIPTION:

**PARCEL 1:** THE NORTHWESTERLY 1/4 OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 20, E.W.M., BOUNDED ON THE SOUTHEAST SIDE BY A STRAIGHT LINE RUNNING FROM THE NORTHEAST CORNER TO THE SOUTHWEST CORNER OF SAID SECTION; AND.

LEGAL DESCRIPTION CONTINUED ON PAGE TWO OF DOCUMENT

THE GRANTORS, JESS J. SCHOBBER AND BARBARA SCHOBBER, HUSBAND AND WIFE FOR AND IN CONSIDERATION OF FUNDING A REVOCABLE LIVING TRUST, CONVEY AND QUIT CLAIM TO: THE SCHOBBER FAMILY REVOCABLE LIVING TRUST, DATED 9/27/00, JESS J. SCHOBBER AND BARBARA A. SCHOBBER, TRUSTEES, THE ABOVE-DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):

|                  |                  |
|------------------|------------------|
| 20-16-25000-0012 | 19-20-24000-0011 |
| 19-20-24000-0001 | 19-20-24000-0019 |
| 18-20-01000-0002 | 19-20-24000-0020 |
| 18-20-11000-0002 | 20-16-25000-0021 |
| 18-20-10000-0003 | 20-16-25000-0011 |
| 18-20-09000-0001 |                  |
| 18-20-21000-0001 |                  |
| 18-20-15000-0001 |                  |

DATED 12/14/00, 20 00  
Jess J. Schobber  
JESS J. SCHOBBER

DATED 12/14/00, 20 00  
Barbara Schobber  
BARBARA SCHOBBER

STATE OF WASHINGTON )  
COUNTY OF Kittitas )

ON THIS DAY PERSONALLY APPEARED BEFORE ME, JESS J. SCHOBBER AND BARBARA A. SCHOBBER, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 14 DAY OF Dec, 20 00.

Michael G. Moye  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT 12440 4th  
MY COMMISSION EXPIRES 12/14/00



UPSTING DEED



200101180030  
Page: 2 of 2  
01/16/2001 03:22P  
KILLIAN & SONS INC PACIFIC EST SERV INC SCD 9.00

**QUIT CLAIM DEED**  
**CONTINUED FROM PAGE ONE OF DOCUMENT**

- PARCEL 4:** GOVERNMENT LOTS 1, 2 AND 3, AND THE SOUTH  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ ; THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$ ; THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  AND THE WEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 20, E.W.M.; AND
- PARCEL 5:** ALL OF THAT PORTION OF SECTION 5, WHICH LIES SOUTH AND EAST OF THE SOUTH AND EAST BOUNDARY LINE OF THE RIGHT-OF-WAY OF THE COUNTY ROAD; IN TOWNSHIP 18 NORTH, RANGE 20, E.W.M.; AND,
- PARCEL 6:** ALL OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 20, E.W.M.; AND,
- PARCEL 7:** THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  AND THE WEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 20, E.W.M.; AND,
- PARCEL 8:** ALL OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 20, E.W.M., EXCEPT THAT PORTION OF THE EAST  $\frac{1}{4}$  OF SECTION 11 LYING SOUTH AND EAST OF A LINE BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION AND RUNNING IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST  $\frac{1}{4}$  OF SAID SECTION; AND,
- PARCEL 9:** ALL OF SECTION 15, TOWNSHIP 18 NORTH, RANGE 20 E.W.M.; AND,
- PARCEL 10:** ALL OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 20, E.W.M.; AND,
- PARCEL 11:** THE EAST  $\frac{1}{4}$  OF THE EAST  $\frac{1}{4}$  OF SECTION 24, TOWNSHIP 19 NORTH, RANGE 20, E.W.M.; AND,
- PARCEL 12:** ALL OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 20, E.W.M.; AND,
- PARCEL 13:** ALL SOUTH OF WASHINGTON STATE HIGHWAY 970 IN THE NORTHWEST  $\frac{1}{4}$ , SOUTHEAST  $\frac{1}{4}$ , SECTION 25, TOWNSHIP 20 NORTH, RANGE 16, E.W.M.

TOGETHER WITH ALL IMPROVEMENTS AND APPURTENANT RIGHTS INCLUDING FENCES, WATER, MINERALS, OIL AND GAS.

SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

**GRAZING LEASES:**

1. 1/01/84 BOISE-CASCADE CORP. - SCHOBEL "GRAZING LEASES" OF APPROXIMATELY 24,391 ACRES INCLUDING 300 ACRES OF IRRIGATED PASTURE, CABIN SITE, CABIN AND ITS CONTENTS,
2. U.S. FOREST SERVICE PERMIT NO. 17-452 PLUS SUPPLEMENT (STAFFORD CREEK C & M ALLOTMENT), AND
3. 6/04/83 WASHINGTON STATE DEPARTMENT OF GAME "LEASES" OF GRAZING IN SECTION 19 AND 20, TOWNSHIP 16 NORTH, RANGE 24, E.W.M. (IRRIGATION BLOCK 84 - APPROXIMATELY 867 ACRES), AND
4. WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES LEASE NO. 10-060001 (APPROXIMATELY 3,400 ACRES), AND
5. U.S. INTERIOR DEPARTMENT, BUREAU OF RECLAMATION LEASE NO. 2-07-16-L0957 (APPROXIMATELY 388.7 ACRES), AND

TOGETHER WITH ALL IMPROVEMENTS AND APPURTENANT RIGHTS INCLUDING FENCES, WATER, MINERALS, OIL AND GAS.

SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.



**Chicago Title  
Insurance Company**

493890

FILED FOR RECORD AT REQUEST OF

John  
Touhy & Rex LLC  
10 Clun, WA 98922

WHEN RECORDED RETURN TO

Flower & Andreotti  
Suite 1, 303 East "D" Street  
Yakima, WA 98901

THIS SPACE PROVIDED FOR RECORDS USE  
KITTITAS COUNTY AUDITOR  
FILED

035 MAR -7 PM 4:33

Real Estate Excise Tax

Exempt

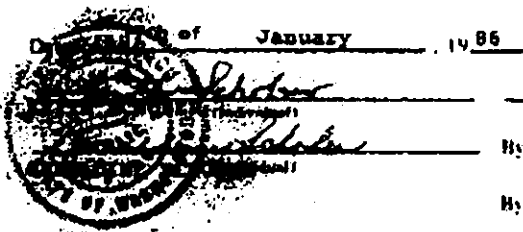
DETTE J. SPENCE

Kittitas County Auditor

3-7-86

## Quit Claim Deed

THE GRANTOR, KEITH SCHOBER and GERALDINE SCHOBER, husband and wife,  
for and in consideration of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION,  
conveys and quit claims to JESS J. SCHOBER and BARBARA SCHOBER, husband and wife,  
the following described real estate, situated in the County of Kittitas State of Washington,  
together with all after acquired title of the grantor(s) therein:  
More particularly described on Exhibit "A" attached and incorporated herein.



STATE OF WASHINGTON  
COUNTY OF KITTITAS

On this day personally appeared before me  
KEITH & GERALDINE SCHOBER  
to me known to be the individual described in and  
who executed the within and foregoing instrument,  
and acknowledged that they signed the same  
as their free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this  
17th day of January 19 86  
Judy Jo Johnson  
Notary Public in and for the State of Wash-  
ington, residing at Ellensburg

STATE OF WASHINGTON  
COUNTY OF

On this day of 19  
before me, the undersigned, a Notary Public in and for the State of Wash-  
ington, duly commissioned and sworn, personally appeared

and  
to me known to be the President and Secretary  
respectively, of  
the corporation that executed the foregoing instrument, and acknowledged  
the said instrument to be the free and voluntary act and deed of said corpo-  
ration, for the uses and purposes therein mentioned, and on oath stated that  
they were authorized to execute the said instrument and that the seal  
affixed is the corporate seal of said corporation.

Witness my hand and official seal herein affixed the day and year first  
above written.

Notary Public in and for the State of Washington,  
residing at

OFFICIAL RECORDS

241 OCT 739

Prior Vesting

## EXHIBIT "A"

This Exhibit "A" is attached and incorporated in the 1/17/86 Schober-Schober "Quit Claim Deed" and more particularly describes the following Kittitas County, Washington, real estate awarded and conveyed to Jess J. and Barbara Schober, husband and wife, by "Decree Dissolving Partnership" in Schober vs. Schober, Kittitas County No. 84-2-00187-1;

1. Parcel 1: The Northwesterly 1/2 of Section 1, Township 18 North, Range 20, E.W.M., bounded on the Southeast side by a straight line running from the Northeast corner to the Southwest corner of said Section; and,

Parcel 2: All of Section 2, Township 18 North, Range 20, E.W.M., EXCEPT Government Lot 2 thereof; and,

Parcel 3: All of Section 3, Township 18 North, Range 20, E.W.M.; and,

Parcel 4: Government Lots 1, 2 and 3, and the South 1/2 of the Northeast 1/4; the Southeast 1/4 of the Northwest 1/4; the Northeast 1/4 of the Southwest 1/4 and the West 1/2 of the Southwest 1/4 of Section 4, Township 18 North, Range 20, E.W.M.; and,

Parcel 5: All of that portion of Section 5 which lies South and East of the South and East boundary line of the right-of-way of the County Road; in Township 18 North, Range 20, E.W.M.; and,

Parcel 6: All of Section 9, Township 18 North, Range 20, E.W.M.; and,

Parcel 7: The Southeast 1/4 of the Northeast 1/4 and the West 1/2 of the Southeast 1/4 of Section 10, Township 18 North, Range 20, E.W.M.; and,

Parcel 8: All of Section 11, Township 18 North, Range 20, E.W.M., EXCEPT that portion of the East 1/2 of Section 11 lying South and East of a line beginning at the Northeast corner of said Section and running in a straight line to the Southwest corner of the Southeast 1/4 of said Section; and,

Parcel 9: All of Section 15, Township 18 North, Range 20, E.W.M.; and,

Parcel 10: All of Section 21, Township 18 North, Range 20, E.W.M.; and,

Parcel 11: The East 1/4 of the East 1/2 of Section 24, Township 19 North, Range 20, E.W.M.; and,

Parcel 12: All of Section 33, Township 19 North, Range 20, E.W.M.; and,

Parcel 14: All of Section 35, Township 19 North, Range 20, E.W.M.; and,

Parcel 15: All South of Washington State Highway 970 in the Northwest 1/4, Southeast 1/4, Section 25, Township 20 North, Range 16, E.W.M.

TOGETHER WITH all improvements and appurtenant rights including fences, water, minerals, oil and gas.

SUBJECT TO all rights-of-way, easements, restrictions and reservations of record.

GRAZING LEASES:

1. 1/01/84 Boise-Cascade Corp. - Schober "Grazing Leases" of approximately 24,691 acres including 300 acres of irrigated pasture, cabin site, cabin and its contents,
2. U.S. Forest Service Permit No. 17-452 plus supplement (Stafford Creek C & H Allotment), and
3. 6/04/83 Washington State Department of Game "Lease" of grazing in Sections 19 and 20, Township 16 North, Range 24, E.W.M. (Irrigation Block 84 - Approximately 867 acres), and
4. Washington State Department of Natural Resources Lease No. 10-060001 (Approximately 3,400 acres), and
5. U.S. Interior Department, Bureau of Reclamation Lease 2-07-16-LO957 (Approximately 888.7 acres), and

TOGETHER WITH all improvements and appurtenant rights including fences, water, minerals, oil and gas.

SUBJECT TO all rights-of-way, easements, restrictions and reservations of record.

APR 17 '55 14:49

55-1080

DECLASSIFIED BY: *Donald Martin*  
 DATE: *55 MAY 23 PM 3:15*  
*55 MAY -1 PM 3:49*

AUDITOR'S NOTE:  
Portions of this document  
poor quality for filming.

VOL 365 PAGE 1695

505-245

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017122

STATE OF WASHINGTON }  
County of Kittitas } SS.  
BEVERLY M. ALLENBAUGH, Auditor in and for the County of Kittitas, State of Washington  
do hereby certify the above and foregoing to be a true and correct copy of a  
Memorandum of Understanding  
Real Property and Agreement  
as of record in my office in Vol. 365- X Page 245  
records of Kittitas County  
WITNESS my hand and official seal  
this 23rd day of May 1995 By B. M. Allenbaugh

2000000002

VOL 365 PAGE 1696



EXHIBIT A

Legal Description of Premises

The N4NE4, SW4NE4, W4, E4SE4, Section 10, all, Section 16, all in Township 18 North, Range 20 East, W.M., all Section 36, Township 19 North, Range 20 East, W.M., containing 1,800.00 acres, more or less, according to the government survey thereof.

Subject to easement for right of way for transmission line heretofore granted under Application No. 29163, for an indefinite term.

Subject to easement exchange granted under Application No. 33310, for an indefinite term.

Subject to the rights of the holder of Department of Natural Resources Water Rights Nos. W-2327, W-2329, W-2330, W-2331, W-2332, filed May 15, 1972.

Subject to easement for right of way for radio relay and access road heretofore granted under Application No. 43540, expiring December 31, 2006.

Subject to easement for right of way for micro site and access road heretofore granted under Application No. 46497, expiring March 31, 2010.

Subject to easement for right of way for radio relay and access road heretofore granted under Application No. 44942, expiring September 30, 2007.

AUDITOR'S NOTE:  
Portions of this document  
poor quality for filming.

Lease No. 10-60001

Legal Description of Premises

EXHIBIT 1A

VOL 365 PAGE 1697

EXHIBIT B

PARCEL A:

THE NORTHWESTERLY HALF OF SECTION 1, BOUNDED ON THE SOUTHEAST SIDE BY A STRAIGHT LINE RUNNING FROM THE NORTHEAST CORNER TO THE SOUTHWEST CORNER OF SAID SECTION;  
ALL IN TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON.

PARCEL B:

ALL OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON  
EXCEPTING THEREFROM GOVERNMENT LOT 2.

PARCEL C:

ALL OF SECTION 3, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE, STANDING, LYING, GROWING OR BEING UPON THE NORTH HALF OF SAID SECTION 3, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

PARCEL D:

GOVERNMENT LOTS 1, 2 AND 3, THE SOUTH HALF OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED RECORDED SEPTEMBER 6, 1961 UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

PARCEL E:

ALL OF THAT PORTION OF SECTION 5, WHICH LIES SOUTH AND EAST OF THE SOUTH AND EAST BOUNDARY LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD; ALL IN TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

PARCEL F:

ALL OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

PARCEL G:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

PARCEL H:

ALL OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM THAT PORTION OF THE EAST HALF OF SECTION 11, LYING SOUTH AND EAST OF A LINE BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION AND RUNNING IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION;

PARCEL I:

ALL OF SECTION 15, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

PARCEL J:

ALL OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

PARCEL L:

ALL OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED, RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

PARCEL M:

ALL OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED, RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562;

PARCEL N:

ALL OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED, RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

END OF EXHIBIT "A".

581080

RETURN TO:

Law Office of C. K. Carlton P.S.  
11201 SE 8th ST 190  
Bellevue, Wa 98004

KITITAS COUNTY AUDITOR

FILED REQUEST OF:

*Derald Martin*  
95 MAY -1 PM 3:49

## MEMORANDUM OF OPTION TO PURCHASE REAL PROPERTY AND AGREEMENT

1. PARTIES: JESS J. SCHOBBER AND BARBARA A. SCHOBBER, husband and wife, and CARIBOU LAND AND CATTLE, INC. a Washington Corporation have entered into an Option to Purchase Real Property and Agreement for adequate consideration.

2. TERM OF OPTION: The Option to Purchase Real Property is for a term from April 10, 1995 until January 4, 2005.

3. OPTION RE: ASSIGNMENT: Jess J. Schober and Barbara A. Schober have granted an exclusive option to purchase their leasehold interest in real property legally described as per attached Exhibit "A".

4. OPTION TO PURCHASE: Jess J. Schober and Barbara A. Schober have granted to Caribou Land and Cattle, Inc. an exclusive option to purchase real property legally described as per attached Exhibit "B".

DATED APRIL 30, 1995.

OPTIONORS

*Jess J. Schober*  
Jess J. Schober

*Barbara A. Schober*  
Barbara A. Schober

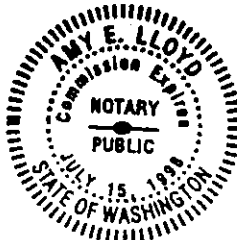
STATE OF WASHINGTON )  
County of Kittitas ) ss.

On this 22 day of April, 1995, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jess J. Schober and Barbara A. Schober, husband and wife, to me known to be the individuals that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed, for the purposes therein mentioned.

Witnessed my hand and official seal hereto affixed the 22 day of April, 1995.

*Amy S. Hoed*  
Notary Public in and for the State of  
Washington, residing at Ellensburg

My commission expires: 7/15/98



AUDITOR'S NOTE:  
Exhibit "A" & "B"  
not attached.

VOL 365 PAGE 245

6

581080

581327

## RETURN TO:

Law Office of C. K. Carlton P.S.  
11201 SE 8th ST 190  
Bellevue, Wa 98004

KITTITAS COUNTY AUDITOR  
FILED REQUEST OF: Derald Martin  
95 MAY -1 PM 3:49  
FILED REQUEST OF: Derald Martin  
95 MAY 10 AM 10:09

## MEMORANDUM OF OPTION TO PURCHASE REAL PROPERTY AND AGREEMENT

1. PARTIES: JESS J. SCHOBBER AND BARBARA A. SCHOBBER, husband and wife, and CARIBOU LAND AND CATTLE, INC. a Washington Corporation have entered into an Option to Purchase Real Property and Agreement for adequate consideration.

2. TERM OF OPTION: The Option to Purchase Real Property is for a term from April 30, 1995 until January 4, 2005.

3. OPTION RE: ASSIGNMENT: Jess J. Schober and Barbara A. Schober have granted an exclusive option to purchase their leasehold interest in real property legally described as per attached Exhibit "A".

4. OPTION TO PURCHASE: Jess J. Schober and Barbara A. Schober have granted to Caribou Land and Cattle, Inc. an exclusive option to purchase real property legally described as per attached Exhibit "B".

DATED APRIL 30, 1995.

OPTIONORS

Jess J. Schober  
Jess J. Schober

Barbara A. Schober  
Barbara A. Schober

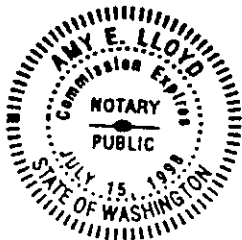
STATE OF WASHINGTON )  
 ) ss.  
County of Kittitas )

On this 22 day of April, 1995, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jess J. Schober and Barbara A. Schober, husband and wife, to me known to be the individuals that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed, for the purposes therein mentioned.

Witnessed my hand and official seal hereto affixed the 22 day of April, 1995.

Amy E. Lloyd  
Notary Public in and for the State of  
Washington, residing at Ellensburg

My commission expires: 7/15/98



AUDITOR'S NOTE:  
Exhibit "A" & "B"  
not attached.

VOL 365 PAGE 810

VOL 365 PAGE 245

6

750182

STATE OF WASHINGTON } SS.  
County of Kittitas  
BEVERLY M. ALLENBAUGH, Auditor in and for the County of Kittitas, State of Washington,  
do hereby certify the above and foregoing to be a true and correct copy of a  
- Memorandum of Option to purchase Real  
Property agreement  
as of record in my office in Vol. 365 Page 245  
recorded  
records of Kittitas County  
WITNESS my hand and official seal  
this 10<sup>th</sup> day of May 19 95 By S. Pott  
BEVERLY M. ALLENBAUGH  
Auditor of Kittitas County, Washington

012 750182

VOL 365 PAGE 811

Page 1

CK-18725-E

EXHIBIT "A"

PARCEL A:  
THE NORTHWESTERLY HALF OF SECTION 1, BOUNDED ON THE SOUTHEAST SIDE BY A STRAIGHT LINE RUNNING FROM THE NORTHEAST CORNER TO THE SOUTHWEST CORNER OF SAID SECTION.  
ALL IN TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.

PARCEL B:  
ALL OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.  
~~EXCEPTING THEREFROM~~ GOVERNMENT LOT 2.

PARCEL C:  
ALL OF SECTION 3, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.  
~~EXCEPTING THEREFROM~~ ALL TIMBER STANDING LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE, STANDING, LYING, GROWING OR BEING UPON THE NORTH HALF OF SAID SECTION 3, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED RECORDED SEPTEMBER 6, 1960, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

PARCEL D:  
GOVERNMENT LOTS 1, 2 AND 3, THE SOUTH HALF OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.  
~~EXCEPTING THEREFROM~~ ALL TIMBER STANDING, LYING, GROWING OR BEING, AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

PARCEL E:  
ALL OF THAT PORTION OF SECTION 5, WHICH LIES SOUTH AND EAST OF THE SOUTH AND EAST BOUNDARY LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD; ALL IN TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.  
~~EXCEPTING THEREFROM~~ ALL TIMBER STANDING, LYING, GROWING OR BEING, AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

PARCEL F:  
ALL OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.

PARCEL G:  
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.

(CONTINUED ON NEXT PAGE)

442

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CK-18725-E

EXHIBIT A  
PAGE 2

PARCEL H:

ALL OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.  
EXCEPTING THEREFROM THAT PORTION OF THE EAST HALF OF SECTION 11, LYING SOUTH AND EAST OF A LINE BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION AND RUNNING IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION.

PARCEL I:

ALL OF SECTION 15, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.

PARCEL J:

ALL OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.

~~PARCEL K:~~

~~ALL OF THE EAST HALF OF THE EAST HALF OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.~~

PARCEL K:

ALL OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 20 EAST, W.M., RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING, AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED, RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

PARCEL L:

ALL OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 20 EAST, W.M., RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING, AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED, RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

PARCEL M:

ALL OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 20 EAST, W.M., RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON.  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING, AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED, RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

END OF EXHIBIT "A"

*[Handwritten signatures and initials are present at the bottom of the page.]*



W  
CM

Let  
file

130

Recorded in the County of Kittitas, WA  
Beverly M. Allenbaugh, Auditor

13.00

199601230016 2:16pm 01/23/96

When recorded, mail to:

Lands Associates

001 10000201 01 04

Attn: Marsilio Di Giovanni

D10 7 0 7.00 6.00

17015 53rd Avenue South

Seattle, WA 98188

=====

DEED OF TRUST

(For Use in the State of Washington only)

=====

THIS DEED OF TRUST, made this 18th day of January, 1996, between

JESS J. SCHOBBER and BARBARA A. SCHOBBER, husband and wife, GRANTOR,

whose address is 11080 Highway 970, Cle Elum, WA 98922

PIONEER TITLE COMPANY OF KITTITAS COUNTY, TRUSTEE, whose address is  
222 East 4th, Ellensburg, WA 98926, and

THE DI GIOVANNI FAMILY TRUST, DATED JUNE 23, 1992, MARSILIO DI  
GIOVANNI, TRUSTEE, BENEFICIARY,

whose address is 17015 53rd Avenue South, Seattle, WA 98188.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee  
in Trust, with power of sale, the following described real property  
in Kittitas County, Washington:

According to the attached rider marked EXHIBIT "A" which  
is by this reference made a part hereof.

which property is not used principally for agricultural or farming  
purposes, together with all the tenements, hereditaments, and  
appurtenances now or hereafter thereunto belonging or in any wise  
appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each  
agreement of grantor herein contained, and payment of the sum of  
THREE HUNDRED EIGHTY ONE THOUSAND SIX HUNDRED TWENTY FIVE AND  
NO/100ths (\$381,625.00) DOLLARS with interest, in accordance with  
the terms of a promissory note of even date herewith, payable to  
Beneficiary or order, and made by Grantor, and all renewals,  
modifications and extensions thereof, and also such further sums as  
may be advanced or loaned by Beneficiary to Grantor, or any of  
their successors or assigns, together with interest thereon at such  
rate as shall be agreed upon. To protect the security of this Deed  
of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit  
no waste thereof; to complete any building, structure or  
improvement being built or about to be built thereon; to restore

DEED OF TRUST - PAGE 1

(12, 13, 14, 15, 21-18-20, 24-25)  
34 x 3.5 - 14-20 x 24-25

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promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of the title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

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2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter, Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

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8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

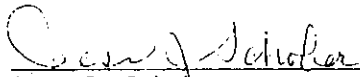
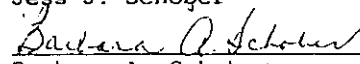
ADDITIONAL TERMS AND CONDITIONS:

1. DUE ON TRANSFER: At the option of the beneficiary herein, all amounts owed under the note secured by this Deed of Trust shall be due and payable in full upon the transfer of any interest in the herein described property without the prior written consent of the Beneficiary.

2. PERMITTED EXCEPTIONS:

- a) Pendency of Yakima County Superior Court Case No. 77-2-01484-5;
- b) Easement as granted by instrument recorded September 6, 1961, under Auditor's No. 291562 (affects Parcels C, I and J).

ORAL AGREEMENTS OR ORAL CONTRACTS TO LEND MONEY, EXTEND CREDIT OR FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON STATE LAW.

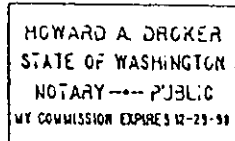
  
Jess J. Schober  
  
Barbara A. Schober

199601230016

STATE OF WASHINGTON )  
 ) ss  
County of King )

I hereby certify that I know or have satisfactory evidence that  
Jess J. Schober and Barbara A. Schober signed this instrument and  
acknowledged it to be their free and voluntary act for the uses and  
purposes mentioned in this instrument.

Dated: January 18, 1996.



Howard A. Droker  
Howard A. Droker  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Seattle

My appointment expires  
December 29, 1998

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE:

The undersigned is the legal owner and holder of the note and  
all other indebtedness secured by the within Deed of Trust. Said  
note, together with all other indebtedness secured by said Deed of  
Trust, has been fully paid and satisfied; and you are hereby  
requested and directed, on payment to you of any sums owing to you  
under the terms of said Deed of Trust, to cancel said note above  
mentioned, and all other evidences of indebtedness secured by said  
Deed of Trust delivered to you herewith, together with the said  
Deed of Trust, and to reconvey, without warranty, to the parties  
designated by the terms of said Deed of Trust, all the estate now  
held by you thereunder.

DATED \_\_\_\_\_

Beneficiary: \_\_\_\_\_

Mail recorded reconveyance to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

YF16012300.16

EXHIBIT "A"

PARCEL A:

THE NORTHWESTERLY HALF OF SECTION 1, BOUNDED ON THE SOUTHEAST SIDE BY A STRAIGHT LINE RUNNING FROM THE NORTHEAST CORNER TO THE SOUTHWEST CORNER OF SAID SECTION; ALL IN TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON.

PARCEL B:

ALL OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON  
EXCEPTING THEREFROM GOVERNMENT LOT 2.

PARCEL C:

THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 3, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE, STANDING, LYING, GROWING OR BEING UPON THE NORTH HALF OF SAID SECTION 3, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

PARCEL D:

ALL OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

PARCEL E:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

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**PARCEL F:**

ALL OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM THAT PORTION OF THE EAST HALF OF SECTION 11, LYING SOUTH AND EAST OF A LINE BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION AND RUNNING IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION;

**PARCEL G:**

ALL OF SECTION 15, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

**PARCEL H:**

ALL OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

**PARCEL I:**

ALL OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED, RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562;

**PARCEL J:**

ALL OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED, RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

END OF EXHIBIT "A"

let  
PTC

W  
cm

13

Recorded in the County of Kittitas, WA  
Beverly M. Allenbaugh, Auditor

13.00

When recorded, mail to:

Lands Associates

Attn: Marsilio Di Giovanni

17015 53rd Avenue South

Seattle, WA 98188

001 10000201 01 04  
010 7 0 7.00 6.00

199601230017 2:17pm 01/23/96

DEED OF TRUST

(For Use in the State of Washington only)

THIS DEED OF TRUST, made this 18th day of January, 1996, between

JESS J. SCHOBBER and BARBARA A. SCHOBBER, husband and wife, GRANTOR,

whose address is 11080 Highway 970, Cle Elum, WA 98922

PIONEER TITLE COMPANY OF KITTITAS COUNTY, TRUSTEE, whose address is  
222 East 4th, Ellensburg, WA 98926, and

LANDS ASSOCIATES, a Washington limited partnership, BENEFICIARY,

whose address is 17015 53rd Avenue South, Seattle, WA 98188.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee  
in Trust, with power of sale, the following described real property  
in Kittitas County, Washington:

According to the attached rider marked EXHIBIT "A" which  
is by this reference made a part hereof.

which property is not used principally for agricultural or farming  
purposes, together with all the tenements, hereditaments, and  
appurtenances now or hereafter thereunto belonging or in any wise  
appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each  
agreement of grantor herein contained, and payment of the sum of  
SEVENTY NINE THOUSAND NINE HUNDRED FIFTY FOUR AND 70/100ths  
(\$79,954.70) DOLLARS with interest, in accordance with the terms of  
a promissory note of even date herewith, payable to Beneficiary or  
order, and made by Grantor, and all renewals, modifications and  
extensions thereof, and also such further sums as may be advanced  
or loaned by Beneficiary to Grantor, or any of their successors or  
assigns, together with interest thereon at such rate as shall be  
agreed upon. To protect the security of this Deed of Trust, Grantor  
covenants and agrees:

1. To keep the property in good condition and repair; to permit  
no waste thereof; to complete any building, structure or  
improvement being built or about to be built thereon; to restore

DEED OF TRUST - PAGE 1

CK-200585 (1/23/96, 11/15/21-18-206)  
174+35-19-20 Gen

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promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of the title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

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2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter, Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

199601230017

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

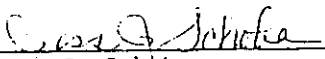
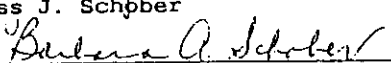
ADDITIONAL TERMS AND CONDITIONS:

1. DUE ON TRANSFER: At the option of the beneficiary herein, all amounts owed under the note secured by this Deed of Trust shall be due and payable in full upon the transfer of any interest in the herein described property without the prior written consent of the Beneficiary.

2. PERMITTED EXCEPTIONS:

- a) Deed of Trust dated January 18, 1996, executed by Grantor herein in favor of Beneficiary herein, in the original principal sum of \$381,625.00, recorded simultaneously herewith.
- b) Pendency of Yakima County Superior Court Case No. 77-2-01484-5;
- c) Easement as granted by instrument recorded September 6, 1961, under Auditor's No. 291562 (affects Parcels C, I and J).

ORAL AGREEMENTS OR ORAL CONTRACTS TO LEND MONEY, EXTEND CREDIT OR FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON STATE LAW.

  
Jess J. Schpber  
  
Barbara A. Schober

199601230017

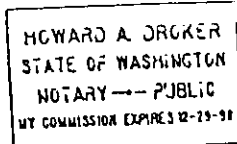
STATE OF WASHINGTON                    )  
  ) ss  
County of King                        )

I hereby certify that I know or have satisfactory evidence that  
Jess J. Schober and Barbara A. Schober signed this instrument and  
acknowledged it to be their free and voluntary act for the uses and  
purposes mentioned in this instrument.

Dated: January 18, 1996.

*Howard A. Droker*

Howard A. Droker  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Seattle



My appointment expires  
December 29, 1998

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE:

The undersigned is the legal owner and holder of the note and  
all other indebtedness secured by the within Deed of Trust. Said  
note, together with all other indebtedness secured by said Deed of  
Trust, has been fully paid and satisfied; and you are hereby  
requested and directed, on payment to you of any sums owing to you  
under the terms of said Deed of Trust, to cancel said note above  
mentioned, and all other evidences of indebtedness secured by said  
Deed of Trust delivered to you herewith, together with the said  
Deed of Trust, and to reconvey, without warranty, to the parties  
designated by the terms of said Deed of Trust, all the estate now  
held by you thereunder.

DATED \_\_\_\_\_

Beneficiary: \_\_\_\_\_

Mail recorded reconveyance to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1991601230017

EXHIBIT "A"

PARCEL A:

THE NORTHWESTERLY HALF OF SECTION 1, BOUNDED ON THE SOUTHEAST SIDE BY A STRAIGHT LINE RUNNING FROM THE NORTHEAST CORNER TO THE SOUTHWEST CORNER OF SAID SECTION; ALL IN TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON.

PARCEL B:

ALL OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON  
EXCEPTING THEREFROM GOVERNMENT LOT 2.

PARCEL C:

THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 3, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE, STANDING, LYING, GROWING OR BEING UPON THE NORTH HALF OF SAID SECTION 3, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED RECORDED SEPTEMBER 8, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

PARCEL D:

ALL OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

PARCEL E:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

19960123C017

**PARCEL F:**

ALL OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM THAT PORTION OF THE EAST HALF OF SECTION 11, LYING SOUTH AND EAST OF A LINE BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION AND RUNNING IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION;

**PARCEL G:**

ALL OF SECTION 15, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

**PARCEL H:**

ALL OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

**PARCEL I:**

ALL OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED, RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562;

**PARCEL J:**

ALL OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED, RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

END OF EXHIBIT "A"

W  
cm

RET  
KCE

Recorded in the County of Kittitas, WA  
Beverly M. Allenbaugh, Auditor

8.00

199601230018 2:20pm 01/23/96

When recorded return to:

Howard A. Droker  
315 2nd Ave. S.  
Seattle, WA 98104

981 10000201 01 94  
514 2 0 7.00 1.00

**SUBORDINATION AGREEMENT**

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR OPTION INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

The undersigned subordinator and owner agrees as follows:

1. Caribou Land and Cattle, Inc., referred to herein as "subordinator", is the owner and holder of an option dated April 30, 1995, which is recorded under Auditor's File No. 581749, records of Kittitas County.
2. Marsilio Di Giovanni, Trustee of the Di Giovanni Family Trust dated June 23, 1992, referred to as "lender" is the owner and holder of a Deed of trust dated January 18, 1996, executed by Jess J. and Barbara A. Schober (which is recorded under Auditor's File No. 199601230018, records of Kittitas County, Washington) (which is to be recorded concurrently herewith).
3. Jess J. and Barbara A. Schober, referred to as "owner", is the owner of all the real property described in the Deed of Trust identified above in Paragraph 2.
4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his option identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension of renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.

CP-20585 (12, 3, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100)

7

199601230018

6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the option first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the option first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

Executed this 18th day of January, 1996.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY OPTION TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Subordinator:

Caribou Land and Cattle, Inc.

by: *Derald E. Martin*

Derald E. Martin,  
President

Owner:

*Jess J. Schober*

Jess J. Schober

*Barbara A. Schober*

Barbara A. Schober

STATE OF WASHINGTON, }

ss.

County of KING

I certify that I know or have satisfactory evidence that signed this instrument, on oath stated that HE IS it as the PRESIDENT to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DAROLD E. MARTIN

authorized to execute the instrument and acknowledged of CARIBOU LAND AND CATTLE, INC.

Dated: JANUARY 18, 1996

HOWARD A. DROKER  
STATE OF WASHINGTON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 12-29-98

*Howard A. Droker*  
HOWARD A. DROKER

Notary Public in and for the State of Washington,  
residing at SEATTLE

My appointment expires 12/29/98



Recorded in the County of Kittitas, WA  
Beverly M. Allenbaugh, Auditor



12.00

199906300011 11:37am 06/30/99

001 4015332 04 06  
M04 5 0 8.00 4.00

RETURN TO:  
LAW OFFICE OF C. K. HEAVERLO  
700 E. MT. VIEW SUITE 501  
ELLENSBURG, WA 98926

### MEMORANDUM OF AMENDED OPTION TO PURCHASE REAL PROPERTY

GRANTORS: Jess J. Schober & Barbara A. Schober

GRANTEE: Caribou Land and Cattle, Inc.

Legal Description: Secs: 1, Por 2, 9, 10, 11, 15, 21 Twp 12, Rg 20

Assessor's Tax Parcel ID: 18-20-01000-0002 18-20-02000-0002 18-20-09000-0001  
18-20-10000-0003 18-20-11000-0002 18-20-15000-0001  
18-20-21000-0001

AMT 83246  
12-

1. PARTIES: Caribou Land and Cattle, Inc., a Washington Corporation and Jess J. Schober and Barbara A. Schober have entered into an Option to Purchase Real Property, legally described as per attached Schedule "A", for adequate consideration.

2. TERM OF OPTION: The Option to Purchase Real Property for a term from June 21, 1999 until January 4, 2005.

3. OPTION RE: LEASEHOLD INTEREST. Jess J. Schober and Barbara A. Schober have granted an exclusive option to purchase their leasehold interest in real property legally described as per attached Exhibit "A" to Caribou Land and Cattle, Inc.

17690

10

17691

199906300011

## SCHEDULE A

### PARCEL A:

The Northwesterly half of Section 1. Bounded on the Southeast side by a straight line running from the Northeast corner to the Southwest corner of said section: all in Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington.

### PARCEL B:

The North 1/2 of Section 2, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington

### PARCEL C:

The East half and the East half of the West half of Section 3, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington: EXCEPTING therefrom all timber standing, lying, growing or being and all timber at anytime hereinafter in the future standing, lying, growing or being upon the North half of said Section 3, as conveyed to Boise Cascade by Timber Deed recorded September 6, 1961, under Kittitas County Auditor's File No. 291562.

### PARCEL D:

All of Section 9, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington.

### PARCEL E:

The Southeast quarter of the Northeast quarter of the West half of the Southeast quarter of Section 10, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington.

17692

199906300011

PARCEL F:

All of Section 11, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington: EXCEPTING therefrom that portion of the East half of Section 11, lying South and East of a line beginning at the Northeast corner of said Section and running in a straight line to the Southwest corner of the Southeast quarter of said section.

PARCEL G:

All of Section 15, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington.

PARCEL H:

All of Section 21, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington.

PARCEL I:

All of Section 34, Township 19 North, Range 20 East, W.M., Kittitas County, State of Washington:  
EXCEPTING therefrom all timber standing, lying, growing or being and all timber at anytime hereinafter in the future standing, lying, growing or being upon the North half of said Section 3, as conveyed to Boise Cascade by Timber Deed recorded September 6, 1961, under Kittitas County Auditor's File No. 291562.

PARCEL J:

All of Section 35, Township 19 North, Range 20 East, W.M., Kittitas County, State of Washington:  
EXCEPTING therefrom all timber standing, lying, growing or being and all timber at anytime hereinafter in the future standing, lying, growing or being upon the North half of said Section 3, as conveyed to Boise Cascade by

17693

189906300011

Timber Deed recorded September 6, 1961, under Kittitas County Auditor's  
File No. 291562.

17694

Recorded in the County of Kittitas, WA  
Beverly M. Allenbaugh, Auditor



12.00

199906300012 11:38am 06/30/99

001 4015332 04 06  
004 5 0 8.00 4.00

RETURN TO:  
LAW OFFICE OF C. K. HEAVERLO  
700 E. MT. VIEW SUITE 501  
ELLENSBURG, WA 98926

AMT 83206  
12-

Assignor: Caribou Land and Cattle, Inc.  
Assignee: Caribou Land and Cattle, Inc.  
Legal Description: Secs: 1, Por 2, 9, 10, 11, 15, 21 Twp 18, Rg 20  
Assessor's Tax Parcel ID: 18-20-01000-0002 18-20-02000-0002 18-20-09000-0001  
18-20-10000-0003 18-20-11000-0002 18-20-15000-0001  
18-20-21000-0001

**ASSIGNMENT OF OPTION TO PURCHASE REAL PROPERTY  
FOR SECURITY PURPOSES ONLY**

FOR VALUE RECEIVED, Caribou Land and Cattle, Inc., a Washington Corporation, hereby does assign to BASE CAPITAL LLC, A Washington Limited Liability Company, for Security Purposes Only its interest in that certain Option Agreement to Purchase Real Property dated April 30, 1995, a Memorandum of which was recorded May 1, 1995 under Auditor's File No. 581080 and re-recorded May 10, 1995 under Auditor's File No. 581327 and May 23, 1995 under Auditor's File No. 581749 AND the Amended Option to Purchase dated June 28, 1999 by and between Jess J. Schober and Barbara A. Schober, Husband and Wife as Optionors and Caribou Land and Cattle, Inc., A Washington Corporation, wherein Schober granted to Caribou the right to purchase real property, the remainder of which is legally described as follows:

As Per Attached Schedule "A"

OPTIONORS HEREBY ACKNOWLEDGE AND ACCEPT THIS  
ASSIGNMENT FOR SECURITY PURPOSES ONLY.

17695

11

19990630 0012

Jess J. Schober  
Jess J. Schober

Barbara A. Schober  
Barbara A. Schober

Dated this 25 day of June, 1999.

CARIBOU LAND AND CATTLE, INC.

Derald E. Martin  
Derald E. Martin, President

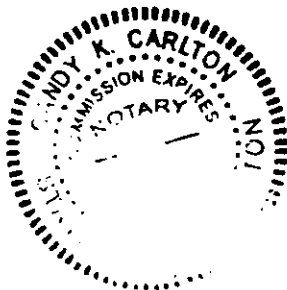
STATE OF WASHINGTON )

)ss.

County of Kittitas )

On June 25, 1999, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Derald E. Martin to be known to be the President of Caribou Land & Cattle, Inc., of the corporation that execute the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

DATED this 25 day of June, 1999.



Andy K. Carlton  
Notary Public in and for the

State of Washington

Residing at Ellenton

My Commission expires: 8/27/99

17696

19990630 0012

## SCHEDULE A

### PARCEL A:

The Northwesterly half of Section 1, Bounded on the Southeast side by a straight line running from the Northeast corner to the Southwest corner of said section; all in Township 18 North, Range 20 East, W.M. Kittitas County, State of Washington.

### PARCEL B:

The North 1/2 of Section 2, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington

### PARCEL C:

The East half and the East half of the West half of Section 3, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington;  
EXCEPTING therefrom all timber standing, lying, growing or being and all timber at anytime hereinafter in the future standing, lying, growing or being upon the North half of said Section 3, as conveyed to Boise Cascade by Timber Deed recorded September 6, 1961, under Kittitas County Auditor's File No. 291562

### PARCEL D:

All of Section 9, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington.

### PARCEL E:

The Southeast quarter of the Northeast quarter of the West half of the Southeast quarter of Section 10, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington.

17697



PARCEL F:

All of Section 11, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington; EXCEPTING therefrom that portion of the East half of Section 11, lying South and East of a line beginning at the Northeast corner of said Section and running in a straight line to the Southwest corner of the Southeast quarter of said section.

PARCEL G:

All of Section 15, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington.

PARCEL H:

All of Section 21, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington.

PARCEL I:

All of Section 34, Township 19 North, Range 20 East, W.M., Kittitas County, State of Washington;  
EXCEPTING therefrom all timber standing, lying, growing or being and all timber at anytime hereinafter in the future standing, lying, growing or being upon the North half of said Section 3, as conveyed to Boise Cascade by Timber Deed recorded September 6, 1961, under Kittitas County Auditor's File No. 291562.

PARCEL J:

All of Section 35, Township 19 North, Range 20 East, W.M., Kittitas County, State of Washington;  
EXCEPTING therefrom all timber standing, lying, growing or being and all timber at anytime hereinafter in the future standing, lying, growing or being upon the North half of said Section 3, as conveyed to Boise Cascade by

198906300012

Timber Deed recorded September 6, 1961, under Kittitas County Auditor's  
File No 291562.

17699

26-35

LEGEND

|     |   |
|-----|---|
| —●— | SET 5/8" REBAR w/ YELLOW CAP - "CRUISE 18078" |
| —○— | FOUND PIN & CAP                               |
| —●— | SET PIN w/ ALUMINUM CAP                       |
| —   | FENCE   |

|  |   |   |   |
|--|---|---|---|
|  | X |   |   |
|  | X | X | X |
|  |   | X | X |
|  |   |   | X |

**CRUSE & NELSON**  
PROFESSIONAL LAND SURVEYORS  
217 East Fourth Street P.O. Box 958  
Ellensburg, WA 98926 (509) 923-4747  
**CARIBOU LAND & CATTLE CO.**

BEVERLY M. ALLENBAUGH BY: *Beverly Allenbaugh*  
KITTITAS COUNTY ADJUTOR  
SURVEYOR'S CERTIFICATE  
This map correctly represents a survey made by  
me or under my direction in conformance with the  
requirements of the Survey Recording Act of the  
territory of KANSAS LAND & CATTLE CO. in  
MARCH of 2001.

**AUDITOR'S CERTIFICATE**

Filed for record the 29th day of March,  
2001, at 1:45 P.M. in Book 26 of Surveys  
at page(s) 35 at the request of Cruise & Nelson

BEVERLY M. ALLENBAUGH BY: R. Elder  
KITTITAS COUNTY AUDITOR  
SURVEYOR'S CERTIFICATE  
Deputy Auditor

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of CARBON LAND & CATTLE CO. in MARCH of 2001.

Charles A. Dwyer

CHARLES A. CRUSE, JR.  
Professional Land Surveyor  
License No. 18078

3/29/01  
DATE

COMMITMENT FOR TITLE INSURANCE

Project Schultz - Blackrock  
Owner Washington State  
PO# 2970  
Policy# 88370  
Initials JTM  
Rec'd 8-21-01

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:  
AMERITITLE  
P.O. BOX 617  
101 WEST 5TH AVENUE  
ELLENSBURG, WA 98926  
(509) 925-1477

CHICAGO TITLE INSURANCE COMPANY

By:

*Paul A. S. E.*

President

*Marlene Wyatt*  
Authorized Signature



By:

*Barry R. Rind*

Secretary

## **CONDITIONS AND STIPULATIONS**

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured where are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## **EXCLUSIONS**

**NOTE: THE FORM OF POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.**

The Exclusions from Coverage referred to in Paragraph 3 of the Conditions and Stipulations are as follows:

### **ALTA OWNER'S POLICY FORM 10-17-92**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

## EXCLUSIONS (Cont'd.)

4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## ALTA LOAN POLICY FORM (10-17-92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## COMMITMENT FOR TITLE INSURANCE

Prepared for:  
Bonneville Power Administration

Inquiries should be made to:  
AMERITITLE  
P. O. Box 617  
101 West 5th Avenue  
Ellensburg WA 98926  
(509)925-1477 / FAX (509)962-3111

### SCHEDULE A

File No.: 0088370

Your Reference No.: TR01B-R2970 / State of WA

1. Effective Date: July 23, 2001, at 8:00 a.m.

2. Policy or Policies to be issued:

A. ☒ ALTA U.S. Owner's Policy - (9-28-91)  
☒ Standard ☐ Extended  
Proposed Insured:

Amount: \$ 20,000.00  
Premium: \$ 220.00  
Tax: \$ EXEMPT

**UNITED STATES OF AMERICA**

3. The estate or interest in the land which is covered by this Commitment is:

**FEE SIMPLE ESTATE**

4. Title to the estate or interest in the land is at the effective date hereof vested in:

**STATE OF WASHINGTON**

5. The land referred to in this Commitment is described as follows:

**All of Section 16, Township 18 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.**

**END OF SCHEDULE A**

## **SCHEDULE B**

File No.: 0088370

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### **GENERAL EXCEPTIONS:**

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

### **SPECIAL EXCEPTIONS:**

- 1. Lien of real estate excise sales tax upon any sale of said premises, if unpaid. Real estate excise tax on said property is subject to tax at the rate of 1.53% (State = 1.28%; Local = 0.25%).
- 2. An Agreement dated February 1, 1964, between the Department of Natural Resources, State of Washington, and the United States of America, filed July 16, 1964, in Book 115 of Deeds, page 705, under Kittitas County Auditor's File No. 314093, for an easement for transmission line construction, operation and maintenance, including the terms and provisions contained therein.

CONTINUED



## SCHEDULE B (Continued)

File No.: 0088370

3. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.  
(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph I in the general exceptions which are printed on Schedule B herein.

The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies.

4. Lease dated August 8, 1988, upon the terms, covenants and conditions therein provided; memorandum therefore recorded September 23, 1988, in the office of the recording officer of Kittitas County, Washington, under recording Number 515727,  
Lessor : State of Washington, acting by and through the Washington State Department of Natural Resources  
Lessee : Shell Western E&P Inc.  
Term : July 1, 1988, and continue to June 30, 1998, and may be extended for so long thereafter as Lessee shall produce oil, gas, or associated hydrocarbon substances in paying quantities from the premises, or shall be engaged in drilling, deepening, repairing, or redrilling any well thereon, or be excused therefrom by Lessor.
5. Memorandum of Option to Purchase Real Property and Agreement recorded May 23, 1995, Auditor's File No. 581749, between Jess J. Schober and Barbara A. Schober, husband and wife, and Caribou Land and Cattle, Inc. a Washington Corporation, granting an exclusive right to purchase their leasehold interest. (Affects subject property and other land.)  
  
This is a re-recording of Auditor's File No. 581080, recorded May 1, 1995.
6. Unrecorded Lease, Jess J. Schober and Barbara A. Schober, husband and wife, lessee, including the terms and provisions thereof, as disclosed by document recorded May 23, 1995, Auditor's File No. 581749.

CONTINUED

## **SCHEDULE B (Continued)**

File No.: 0088370

7. The following unrecorded agreements as disclosed by Memorandum of Option to Purchase Real Property and Agreement recorded May 23, 1995, Auditor's File No. 581749:  
  
Subject to easement exchange granted under Application No. 33310, for an indefinite term.  
Subject to the rights of the holder of Department of Natural Resources Water Rights Nos. W-2327, W-2329, W-2330, W-2331, W-2332, filed May 15, 1972.  
Subject to easement for right of way for radio relay and access road heretofore granted under Application No. 43548, expiring December 31, 2006.  
Subject to easement for right of way for micro site and access road heretofore granted under Application No. 46497, expiring March 31, 2010.  
Subject to easement for right of way for radio relay and access road heretofore granted under Application No. 44942, expiring September 30, 2007.
8. Notwithstanding Paragraph Four (4) of the insuring clauses of the policy or policies to be issued, the policy or policies will not insure against loss arising by reason of any lack of a right of access to and from the land.

**END OF SCHEDULE B**

## **SCHEDULE C**

File No.: 0088370

### **THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:**

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.

### **END OF REQUIREMENTS**

**NOTES:** The following matters will not be listed as Special Exceptions in Schedule B of the policy or policies to be issued. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy or policies to be issued:

1. Suggested abbreviated legal (for use when a standardized cover sheet is required for recording):  
All of Section 16, Township 18 N, Range 20 E, W.M.
2. The following endorsements will be attached to the policy when issued:      **NONE**  
  
No other endorsement will be issued unless requested of and agreed to in writing by the Company prior to closing.
3. General taxes and assessments for the year 2001 have been paid.  
Amount :      \$16.00  
Tax Parcel No. :      18-20-16000-0001 (R775034)
4. In the event this transaction fails to close and this commitment is canceled, a minimum cancellation fee of \$53.85 will be charged to comply with the State Insurance Code and the filed schedule of this Company.

### **END OF NOTES**

### **END OF SCHEDULE C**

RO/bj

1cc: Bonneville Power Administration-TR-3  
Attn: Ellen Camp  
P.O. Box 3621  
Portland, OR 97208



In Response to the Gramm – Leach – Bliley Act Effective 7/1/2001

## **PRIVACY POLICY**

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies may include financial service providers, exchange companies, other title insurance companies, escrow collection companies, foreclosure companies, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

# **Chicago Title Insurance Company**

## **Fidelity National Financial Group of Companies' Privacy Statement**

**July 1, 2001**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

**In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

### **Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

### **Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion**

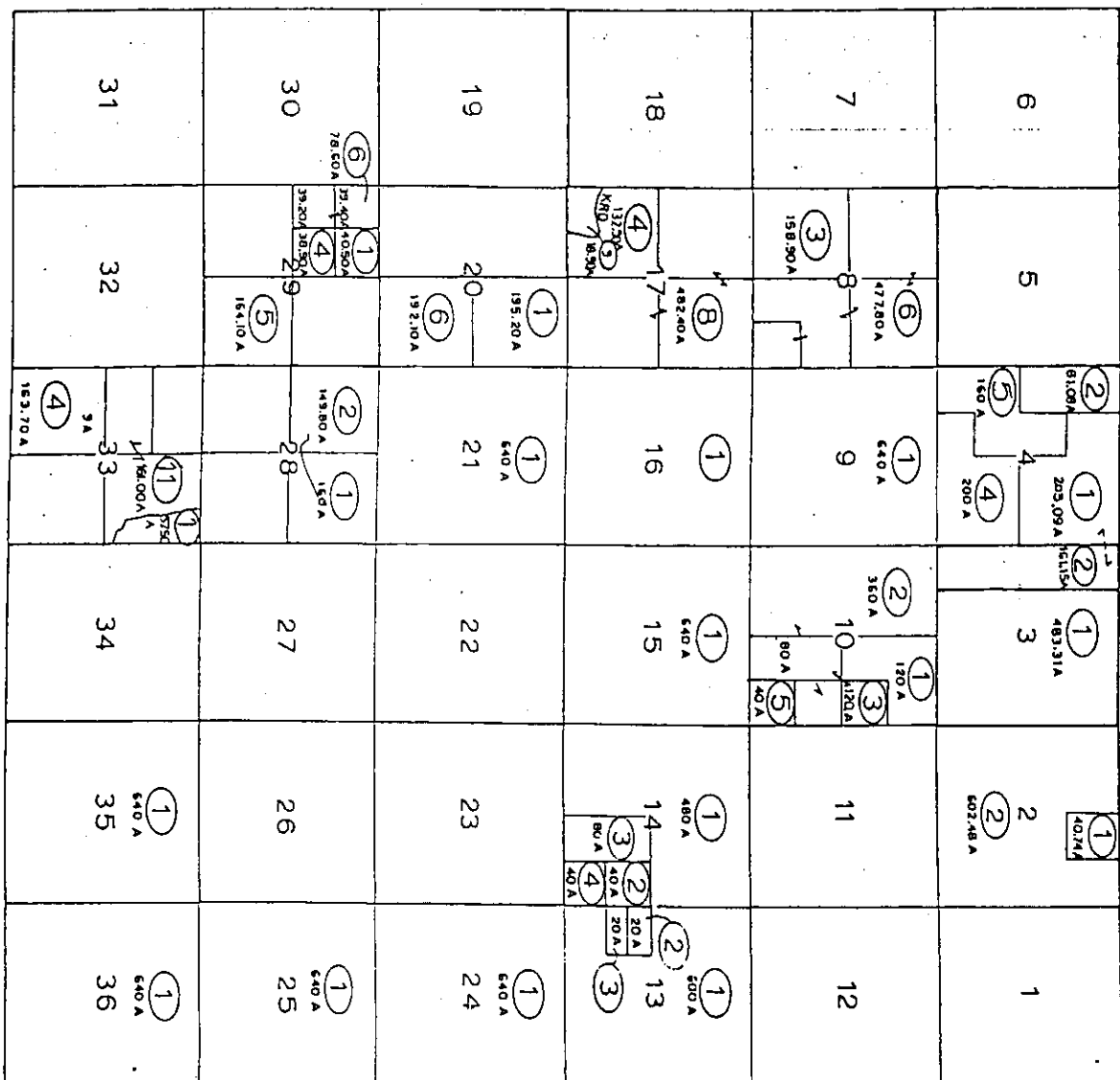
Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer  
Fidelity National Financial, Inc.  
4050 Calle Real, Suite 220  
Santa Barbara, CA 93110

2200

SCALE: 1 INCH = FEET



It is hereby certified that the above named person is a bona fide primary location with residence in the United States, is not represented in the U.S. Senate and no Government is now on foot for any loss occurring by reason of release in connection with the above named person.

# The United States of America

To all to whom these presents shall come, Greeting:

500416

5113

WHEREAS, There are now deposited in the Bureau of Land Management of the United States, an application by the State of Washington and a decision of the Oregon State Office of said Bureau, at Portland, Oregon, directing that a patent issue to the State of Washington under the provisions of the Act of Congress approved June 21, 1934 (43 U.S.C. 871a), entitled "An Act Authorizing the Secretary of the Interior to issue patents to the numbered school sections in place, granted to the States by the Act approved February 22, 1889, by the Act approved January 25, 1927 (43 U.S.C. 870), and by any other Act of Congress," for the following numbered school section lands in place, granted for the support of common schools and the title to which vested in the State of Washington under the Act of February 22, 1889 (25 Stat. 676), upon its admission into the Union on November 11, 1889 (26 Stat. 1552):

Willamette Meridian, Washington.

T. 20 N., R. 15 E.,  
Sec. 36, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{4}$ .

T. 17 N., R. 16 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 19 N., R. 16 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 20 N., R. 16 E.,  
Sec. 16, All;  
Sec. 36, N $\frac{1}{2}$ .

T. 17 N., R. 17 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 18 N., R. 17 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 19 N., R. 17 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 16 N., R. 18 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 17 N., R. 18 E.,  
Sec. 16, All;  
Sec. 36, All.

KITTITAS COUNTY AUDITOR  
FILED REQUEST OF:

1986 NOV -6 PM 1:49

Dept. of  
Natural  
Resources

Patent Number

46-87-0001

OFFICIAL RECORDS

Ret: Same.  
202 John A. Cherberg Bldg  
Office Services Section  
QW-21  
Olympia, WA 98504

VOL 132 PAGE 834

VESTING

Washington 05337

T. 18 N., R. 18 E.,  
Sec. 16, All;  
Sec. 36, NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ .

T. 19 N., R. 18 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 17 N., R. 19 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 18 N., R. 19 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 19 N., R. 19 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 20 N., R. 19 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 15 N., R. 20 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 16 N., R. 20 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 17 N., R. 20 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 18 N., R. 20 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 19 N., R. 20 E.,  
Sec. 16, All;  
Sec. 36, All.

46-87-0001

OFFICIAL RECORDS

VOL 252 PAGE 835



Washington 05337

T. 20 N., R. 20 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 15 N., R. 21 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 16 N., R. 21 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 17 N., R. 21 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 18 N., R. 21 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 19 N., R. 21 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 20 N., R. 21 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 15 N., R. 22 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 16 N., R. 22 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 17 N., R. 22 E.,  
Sec. 16, All;  
Sec. 36, All.

T. 19 N., R. 22 E.,  
Sec. 16, All.

T. 20 N., R. 22 E.,  
Sec. 16, Lots 2, 3, 5, 6, 7, W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 36, Lots 1, 2, 3, 4, 5, W $\frac{1}{2}$ .

T. 15 N., R. 23 E.,  
Sec. 16, Lot 1, N $\frac{1}{2}$ , SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ .

Aggregating 39,194.80 acres;

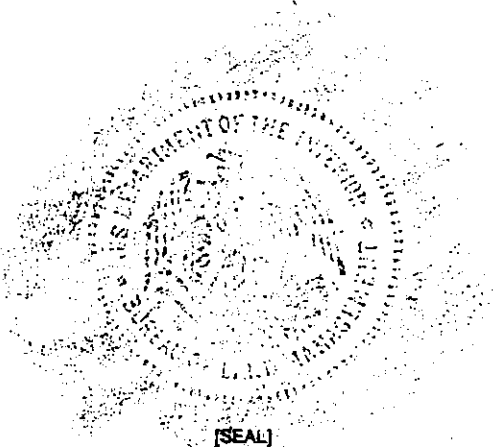
3-87-0001

OFFICIAL RECORDS

VOL 252 PAGE 836

shington 05337

NOW, THEREFORE, KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the said Act of Congress of June 21, 1934, and as evidence of the title which was granted to and vested in the State of Washington to the above-described lands on November 11, 1889, for the support of common schools, as aforesaid, and in confirmation of such title for such purpose, HAS GIVEN AND GRANTED, and by these presents, DOES GIVE AND GRANT, unto the said State of Washington, the lands above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said State of Washington, and to its assigns forever.



IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed:

GIVEN under my hand, in Portland, Oregon  
the First day of October in the year  
of our Lord one thousand nine hundred and Eighty-Six  
and of the Independence of the United States the two hundred  
and Tenth

By Charles W. Lister  
State Director

Number 46-87-0001

OFFICIAL RECORDS

VOL 252 PAGE 837

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands

Tract: V-MV-33

314093

AGREEMENT No. 29163

In re: Application No. 29163 by the  
United States of America, Department of  
the Interior, acting through the Bonneville  
Power Administrator for Right of Way for  
Transmission Line  
over certain State Lands in Kittitas  
County

16-18-20

THIS AGREEMENT, Made and entered into this 1st day of February  
19 64, by and between the DEPARTMENT OF NATURAL RESOURCES, STATE OF WASHINGTON,  
hereinafter called the "State" and the UNITED STATES OF AMERICA, Department of the  
Interior, acting through the BONNEVILLE POWER ADMINISTRATOR, hereinafter called  
the "Grantee."

WITNESSETH, The parties hereto, each in consideration of the agreements  
and the performance thereof on the part of the other, do agree:

1-0 Subject to the terms and conditions hereof, the State hereby grants  
to the Grantee:

1-1 An easement, in accordance with the authority set forth in  
Chapter 73, Session Laws of 1961, consisting of a right of  
way for power line construction, operation and maintenance  
purposes over and across the location described in Schedule  
1 attached hereto and by this reference made a part hereof,  
together with the present and future right to clear said  
right of way and keep the same clear of brush, timber,  
structures and fire hazards, provided that fire hazards  
shall not be interpreted to include any growing crops other  
than trees.

2-0 This Agreement is subject to:

2-1 Those requirements listed in Schedule 2 attached  
hereto and by this reference made a part hereof.

3-0 The term of the Agreement shall be for the period of use. Should  
the Grantee, its successors or assigns ever abandon the rights herein conveyed for  
the purpose for which granted, said rights shall revert to the State of Washington,  
its successors or assigns.

4-0 The consideration paid by the Grantee to the State shall be as  
follows:

|                        |          |
|------------------------|----------|
| 4-1 Damages . . . . .  | \$595.00 |
| Statutory Fee. . . . . | 5.00     |
| Total . . . . .        | \$600.00 |

M-232 B.P.A.  
5/13/63  
Right of Way

-1-

Filed for Record  
Date 7-16-64 at 4:48 P.M.  
By KCTC  
Marion Darter, Kittitas County Auditor

2

5-0 To the extent that it can legally do so, Grantee agrees to comply with all state, county and municipal laws, ordinances or regulations which are applicable to the area of operations covered by this agreement.

6-0 It is agreed that the State reserves the right to make reasonable rules and regulations, in addition to any specified in Schedule 2, concerning priority of use, and use and maintenance of roads located within the limits of Schedule 1

Provided: Nothing contained in this Agreement shall preclude or interfere with the action of the Grantee in the event of an emergency, and all obligations under this Agreement involving the expenditure of money of the United States Government shall be subject to the availability of appropriations for the purpose.

6-1 Road Maintenance. Any damage to said roads, bridges, culverts, cattleguards, fences or gates, etc., resulting from Grantee's use shall be immediately repaired by Grantee. During periods of actual use by Grantee, the roads shall be kept in original condition or better by Grantee.

6-2 Joint Maintenance. Road use is contingent upon the Grantee entering into a written, State approved, road maintenance agreement with others using the road or any portion thereof. Said agreement shall provide for maintenance, based on a proportional share of use.

However, the State reserves the right to maintain or to appoint a maintainer who will be responsible for all maintenance. In this event, all users will be required to pay to the State or its designated maintainer their proportional share of the cost of maintenance.

7-0 The State, its successors, assigns, and grantees, shall have the right to cross and recross the right of way herein granted without charge for any and all purposes deemed necessary or desirable in connection with the control, management, harvest and administration of state-owned lands or the resources thereof; provided such crossing by others shall be controlled so it will not interfere unduly with the use of said right of way by the Grantee.

8-0 The State shall have the right to use, without charge, all existing roads located on State lands within the limits of this Agreement and those constructed and/or reconstructed by the Grantee under this Agreement for any and all purposes deemed necessary or desirable in connection with the control, management, harvest and administration of state-owned lands or the resources thereof and the State may extend such right and privileges to others; provided such use by the State's contractors and others shall be controlled so it will not interfere unduly with the use of the road by the Grantee. This use shall be contingent upon performance by the State's contractors and others of maintenance based on a fair share of their use, or payment to the Grantee of a fair share of the cost of maintenance to be agreed upon by the parties concerned.

9-0 To the extent that it can legally do so, Grantee (or the Grantee's contractors when the rights granted herein are assigned to such contractor) shall do everything reasonably within his power and shall require his employees to do everything reasonably within their power, both independently and upon the request of the Department of Natural Resources, to prevent and suppress fires caused by operations of the Grantee on or near any lands to be occupied under this Agreement, and shall pay the State of Washington, or other duly authorized protective agency, the suppression costs and damages incurred by the State of Washington or other protective agencies resulting from any fires caused by his operations.

Further, the Grantee (or the Grantee's contractors) shall comply with the Department of Natural Resources' extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hose, fire tools, etc., deemed necessary for prevention and suppression of fire resulting from the construction operations. Such requirements will be included in the invitations to bid and will be made part of the contract with the successful bidder.

App. No. 29163  
M-232  
Revised  
3/25/63

Page 2  
B.P.A.

The grantee in consideration of this conveyance agrees to fall snags 15 feet in height and over, located on a strip of land 75 feet in width on each side of the limits of any transmission line right of way described herein.

10-0 The State shall notify the grantee by United States mail, addressed to the address shown on the application on file at the Department of Natural Resources, Olympia, Washington, of any instance of noncompliance by the Grantee, its agents, employees, contractors or their employees, with any of the requirements of this Agreement; said notice to set forth the specific nature of the noncompliance. If, within 15 days after receipt of said notice, Grantee fails to undertake the necessary action to comply, the District Administrator may suspend operations until such time as this action is undertaken.

11-0 This Agreement shall not be assigned nor shall any interest of the Grantee herein or hereunder be transferred or assigned without prior written notice to the State, except that said rights conveyed may be used by any employees, contractors or representatives of the Grantee who may be engaged in the Grantee's operations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below subscribed.

Dated this 26<sup>th</sup> day of June, 1964.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole  
BERT L. COLE  
COMMISSIONER OF PUBLIC LANDS

UNITED STATES OF AMERICA  
Department of the Interior  
Acting through the  
Bonneville Power Administrator

By John V. Mulcahy  
John V. Mulcahy, Chief, Branch of Land  
P. O. Box 353736-21  
Portland 8, Oregon 97246

Approved as to form

JOHN J. O'CONNELL  
ATTORNEY GENERAL

By Charles B. Roe, Jr.  
Assistant Attorney General

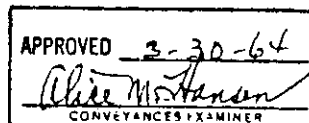
Application Number 29163  
al

M-232 B.P.A.  
10-29-62  
Right of Way

SCHEDULE I

Those portions of the  $\frac{1}{2}$  NW $\frac{1}{4}$ , SE $\frac{1}{4}$  NW $\frac{1}{4}$ , E $\frac{1}{2}$  SW $\frac{1}{4}$  and the  $\frac{1}{2}$  SE $\frac{1}{4}$ , Section 16, Township 18 North, Range 20 East, W.M., Included within the limits of a strip of land 275 feet in width, having 200 feet of such width on the left and 75 feet of such width on the right of the following described line:

Beginning at a point on the south line of said Section 16 which is N 88° 46' 10" W 1423.6 feet from the southeast corner thereof and running thence N 38° 55' 10" W 3451.0 feet to a point on the east-west centerline of said Section 16 which is S 88° 32' 10" E 1985.0 feet from the west quarter section corner thereof, continuing thence N 38° 55' 10" W 2946.0 feet to a point on the west line of said Section 36 which is N 3° 24' 50" E 2245.4 feet from said west quarter section corner, having an area of 39.7 acres as shown on the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.



App. No. 29163

## SCHEDULE 2

### 1. SOIL EROSION

- I-1 Grantee shall refrain from operation of equipment when ground condition is such that excessive damage will result to adjacent lands.
- I-2 Grantee further agrees that temporary roads and trails, not required after construction and/or reconstruction of facilities, will be left in such condition as to eliminate excessive damage through soil erosion. Provided, further, that soil excavated from tower footings and all soil otherwise disturbed is to be leveled and left in such condition as to eliminate excessive damage through soil erosion.

### 2. PRESERVATION OF SURVEYS

- 2-1 Any legal subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish same in accordance with U. S. General Land Office standards at his own expense. Those corners that must be necessarily disturbed or destroyed in process of construction must be adequately reference prior to removal of the corner and/or witness object.

### 3. OTHER

- 3-1 Grantee shall keep drainage channels and culverts clear of debris and functioning as designed, and repair fills and sunken grades as needed, during periods of actual use by Grantee.
- 3-2 Material from slides or other sources requiring removal from the road shall not be deposited in streams or at locations where it will wash into streams and cause silting of streams or reservoirs.

App. No. 29163

515727

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BRIAN J. BOYLE, Commissioner of Public Lands

KITTITAS COUNTY AUDITOR

SEP 23 PM 3:20  
1988

## MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, is between the STATE OF WASHINGTON, acting by and through the Washington State Department of Natural Resources (hereinafter called "LESSOR") and SHELL WESTERN E&P INC. (hereinafter called "LESSEE").

1. PREMISES: Lessor hereby leases to Lessee, upon the terms and conditions of the lease between the parties (herein called the "Lease") dated July 1, 1988, which terms and conditions are incorporated by this reference, the exclusive right to drill for, extract, remove, and dispose of all the oil, gas, and associated hydrocarbon substances from the following described land situated in Kittitas County, Washington:  
  
All, Section 16, Township 18 North, Range 20 East, W.M., containing 640.00 acres, more or less, according to the government survey thereof.  
Subject to easement for right of way for transmission line heretofore granted under Application No. 29163, for an indefinite term.  
Subject to the rights of the holder of Department of Natural Resources Water Rights No. W-2327, filed 5/15/72.  
Subject to the rights of the holder of Grazing Lease No. 60001, expiring on 7/1/90.
2. TERM: This lease shall commence on July 1, 1988, and continue to June 30, 1998, and may be extended for so long thereafter as Lessee shall produce oil, gas, or associated hydrocarbon substances in paying quantities from the premises, or shall be engaged in drilling, deepening, repairing, or re-drilling any well thereon, or be excused therefrom by Lessor.
3. PURPOSE OF MEMORANDUM OF LEASE: This Memorandum of Lease is prepared for the purpose of recordation, and it in no way modifies the Lease.

Signed this 8 day of August, 1988.

WASHINGTON STATE  
DEPARTMENT OF NATURAL RESOURCES

Kenneth E. Solt  
KENNETH E. SOLT, Manager  
Division of Lands and Minerals

STATE OF WASHINGTON )  
COUNTY OF Thurston ) SS

On this 8th day of August, 1988, before me personally appeared Kenneth E. Solt to me known to be the duly appointed Manager of the Washington State Department of Natural Resources and that he executed the within and foregoing instrument and acknowledge the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 8th day of August, 1988.

When recorded return to  
Shell Western E&P Inc.  
Land Department  
P. O. Box 831  
Houston, Texas 77001-0831

App. No. 68031

Leif P. Marney  
Notary Public in and for the State of  
Washington, residing at Olympia  
My commission expires June 1, 1989

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be  
ju

206-455-0165 LAW OFFICES

297 PGM

APP 17 '95 14:49

581749

581080

RETURN TO:

Law Office of C. K. Carlton P.S.  
11201 SE 8th ST 190  
Bellevue, Wa 98004

NOTED  
FILED  
Derald Martin  
55 MAY -1 PM 3:49

MEMORANDUM OF OPTION TO PURCHASE REAL PROPERTY AND AGREEMENT

1. PARTIES: JESS J. SCHOBBER AND BARBARA A. SCHOBBER, husband and wife, and CARIBOU LAND AND CATTLE, INC. a Washington Corporation have entered into an Option to Purchase Real Property and Agreement for adequate consideration.

2. TERM OF OPTION: The Option to Purchase Real Property is for a term from April 22, 1995 until January 4, 2005.

3. OPTION RE: ASSIGNMENT: Jess J. Schober and Barbara A. Schober have granted an exclusive option to purchase their leasehold interest in real property legally described as per attached Exhibit "A".

4. OPTION TO PURCHASE: Jess J. Schober and Barbara A. Schober have granted to Caribou Land and Cattle, Inc. an exclusive option to purchase real property legally described as per attached Exhibit "B".

DATED APRIL 22, 1995.

OPTIONORS

Jess J. Schober

Barbara A. Schober

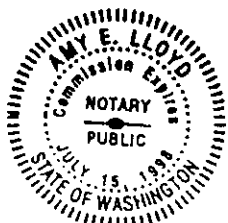
STATE OF WASHINGTON )  
County of Kittitas ) ss.

On this 22 day of April, 1995, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jess J. Schober and Barbara A. Schober, husband and wife, to me known to be the individuals that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed, for the purposes therein mentioned.

Witnessed my hand and official seal hereto affixed the 22 day of April, 1995.

Dorothy S. Lloyd  
Notary Public in and for the State of Washington, residing at Ellensburg

My commission expires: 7/15/98



AUDITOR'S NOTE:  
Exhibit "A" & "B"  
not attached.

AUDITOR'S NOTE:  
Portions of this document  
poor quality for filming.

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STATE OF WASHINGTON } SS.  
County of Kittitas  
BEVERLY M. ALLENBAUGH, Auditor in and for the County of Kittitas, State of Washington  
do hereby certify the above and foregoing to be a true and correct copy of a  
Memorandum of Understanding of the Purchase  
and Sale of Property and Agreement  
as of record in my office in Vol. 365- Page 245  
recorded  
Records of Kittitas County  
WITNESS my hand and official seal  
this 23rd day of May 1995  
By E. R. R. R.

20100000

EXHIBIT A

Legal Description of Premises

The MYNE4, SH4NE4, W4, E4SE4, Section 10, all, Section 16, all in Township 18 North, Range 20 East, W.M., all Section 36, Township 19 North, Range 20 East, W.M., containing 1,800.00 acres, more or less, according to the government survey thereof.

Subject to easement for right of way for transmission line heretofore granted under Application No. 29163, for an indefinite term.

Subject to easement exchange granted under Application No. 33310, for an indefinite term.

Subject to the rights of the holder of Department of Natural Resources Water Rights Nos. W-2327, W-2329, W-2330, W-2331, W-2332, filed May 15, 1972.

Subject to easement for right of way for radio relay and access road heretofore granted under Application No. 43540, expiring December 31, 2006.

Subject to easement for right of way for micro site and access road heretofore granted under Application No. 46497, expiring March 31, 2010.

Subject to easement for right of way for radio relay and access road heretofore granted under Application No. 44942, expiring September 30, 2007.

AUDITOR'S NOTE:  
Portions of this document  
poor quality for filming.

Lease No. 10-60001

Legal Description of Premises

EXHIBIT 1A

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EXHIBIT B

PARCEL A:

THE NORTHWESTERLY HALF OF SECTION 1, BOUNDED ON THE SOUTHEAST SIDE BY A STRAIGHT LINE RUNNING FROM THE NORTHEAST CORNER TO THE SOUTHWEST CORNER OF SAID SECTION; ALL IN TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON.

PARCEL B:

ALL OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON  
EXCEPTING THEREFROM GOVERNMENT LOT 2.

PARCEL C:

ALL OF SECTION 3, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE, STANDING, LYING, GROWING OR BEING UPON THE NORTH HALF OF SAID SECTION 3, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

PARCEL D:

GOVERNMENT LOTS 1, 2 AND 3, THE SOUTH HALF OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED RECORDED SEPTEMBER 6, 1961 UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

PARCEL E:

ALL OF THAT PORTION OF SECTION 5, WHICH LIES SOUTH AND EAST OF THE SOUTH AND EAST BOUNDARY LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD; ALL IN TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

PARCEL F:

ALL OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

PARCEL G:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

PARCEL H:

ALL OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM THAT PORTION OF THE EAST HALF OF SECTION 11, LYING SOUTH AND EAST OF A LINE BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION AND RUNNING IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION;

PARCEL I:

ALL OF SECTION 15, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

PARCEL J:

ALL OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

PARCEL L:

ALL OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED, RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

PARCEL M:

ALL OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED, RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562;

PARCEL N:

ALL OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 20 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;  
EXCEPTING THEREFROM ALL TIMBER STANDING, LYING, GROWING OR BEING AND ALL TIMBER AT ANYTIME HEREINAFTER IN THE FUTURE STANDING, LYING, GROWING OR BEING UPON SAID ABOVE DESCRIBED PREMISES, AS CONVEYED TO BOISE CASCADE BY TIMBER DEED, RECORDED SEPTEMBER 6, 1961, UNDER KITTITAS COUNTY AUDITOR'S FILE NO. 291562.

END OF EXHIBIT "A".